



ESTD 1966  
**HAFED**

**THE HARYANA STATE COOPERATIVE SUPPLY  
AND MARKETING FEDERATION LIMITED**  
CORPORATE OFFICE, SECTOR 5, PANCHKULA HARYANA (INDIA)  
TEL: 2590520-24, FAX: 2590711 e-mail: hafed@hry.nic.in  
Web-site: [www.hafed.gov.in](http://www.hafed.gov.in)

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## **Notice Inviting E-tenders**

### **Sale of damaged wheat of crop year 2019-20**

The Haryana State Cooperative Supply and Marketing Federation Limited (HAFED) invites E-tenders for sale of damaged wheat.

Parties having the requisite license from FCI may submit their technical bid along with all supporting documents. The tender document containing eligibility criteria and other terms & conditions is available at Haryana Single e-procurement portal at <https://etenders.hry.nic.in> or Hafed website [www.hafed.gov.in](http://www.hafed.gov.in). The period of downloading of tender document & bid submission starts from **27.01.2020 at 05.01 PM** upto **05.00 PM** on **03.02.2020** through e-procurement portal as mentioned above. The technical bid will be opened on **04.02.2020 at 11:00 AM** and financial bid will be opened on **04.02.2020 at 02:00 PM** at Hafed Corporate Office, Sector-5, Panchkula. The interested bidders must remit the requisite fees online on or before **03.02.2020** and deposit EMD on or before **04.02.2020 upto 11.00 AM**.

Hafed reserve the right to reject any / all tenders without assigning any reason.

**MANAGING DIRECTOR**

## **DETAILED NOTICE INVITING TENDER**

Hafed invites e-tenders for sale of below mentioned damaged wheat in Hafed Corporate Office, Panchkula in single stage, two cover systems:-

<b>Sr. No.</b>	<b>Name of Work</b>	<b>EMD to be deposited</b>	<b>Tender Document Fee and E services fees</b>	<b>Start Date &amp; Time of Bid Preparation &amp; Submission</b>	<b>Expiry Date &amp; Time of Bid Preparation &amp; Submission</b>
1.	Sale of damaged wheat of crop year 2019	Rs. 50/- per Qtl. for stock indented	500/-+1000/- =1500/-	27.01.2020 at 5:01 PM	03.02.2020 at 5:00 PM

Under this process, the Technical Bid Application as well as online Price Bid shall be invited at single stage under two covers i.e. Technical Bid & Commercial Envelope. Eligibility of the Bidders will be first examined based on the details submitted online under first cover (Technical) with the request to eligibility and qualification criteria prescribed in the Tender document. The Price Bid under the second cover shall be opened for only those bidders whose Technical Applications are responsive to eligibility and qualifications requirements as per Tender document.

- 1. The payment for Tender Document Fee and Processing Fee shall be made by the bidders online directly through Debit Cards & Internet Banking Accounts and the payment for EMD can be made online directly through RTGS/NEFT or OTC Please refer to 'Online Payment Guideline' available at the Single e-Procurement portal of GoH (Govt. of Haryana) and also mentioned under the Tender Document.**
- 2. Intending bidders will be mandatorily required to online sign-up (create user account) on the website <https://etenders.hry.nic.in> to be eligible to participate in the e-Tender. He/ She will be required to make online payment of required EMD in due course of time. The intended parties fails to pay EMD fee under the stipulated time frame shall not be allowed to submit his/her bids for the respective event/Tenders.**
- 3. The interested bidders must remit the funds at least T+1 working day (Transaction + One Day) in advance as given under Key Dates and make payment via RTGS/ NEFT or OTC to the beneficiary account number specified under the online generated challan. The intended bidder/agency thereafter will be able to successfully verify their payment online, and**

**submit their bids on or before the expiry date & time of the respective events/Tenders at <https://etenders.hry.nic.in>**

4. The interested bidders shall have to pay mandatorily Processing Fee of Rs 1000/- and document fee of Rs. 1000/- (Non refundable) online by using the service of secure electronic gateway. The secure electronic payments gateway is an online interface between bidders & online payment authorization networks.
5. The Payment for Earnest Money Deposit (EMD) of Rs.50/- per Qtl can be made by eligible bidders online directly through online system.
6. The interested bidders must remit the funds at least T+1 working day (Transaction + One Day) in advance before the expiry date & time of the respective events. And make payment via RTGS/NEFT to the beneficiary account number specified under the online generated challan.

### **Key Dates**

<b>Sr. No.</b>	<b>Stage</b>	<b>Party Stage</b>	<b>Start Date and Time</b>	<b>Expiry Date and Time</b>
1	Release of Tender	-	27.01.2020 10:00 AM	03.02.2020 05:00 PM
2	-	Downloading of Tender Document/ Online Bid Preparation, Hash Submission and Submission of online Technical Bid and deposit of EMD	27.01.2020 05:01 PM	03.02.2020 05:00 PM
3	Opening of Technical Bid Envelope	-	04.02.2020 11:00 AM	04.02.2020 12.00 Noon
4	Opening of Financial Bid	-	04.02.2020 02:00 PM	04.02.2020 03:00 PM

**Important Note:**

- 1) The bidders have to complete 'Application/Bid Preparation & Submission' stage on scheduled time as mentioned above. If any bidder failed to complete his/her aforesaid stage in the stipulated online time schedule for this stage, his/her Application/bid status will be considered as 'Applications/bids not submitted'.
- 2) Bidder must confirm & check his/her Application/bid status after completion of his/her all activities for e-bidding.
- 3) Bidder can rework on his/her bids even after completion of 'Application/Bid Preparation & submission stage' (Application/Bidder Stage), subject to the condition that the rework must take place during the stipulated time frame of the Applicant/Bidder Stage.

## **INSTRUCTIONS TO BIDDER ON ELECTRONIC TENDERING SYSTEM**

These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

### **1. Registration of bidders on e-Procurement Portal:**

All the bidders intending to participate in the tenders process online are required to get registered on the centralized e-Procurement Portal i.e. **<https://etenders.hry.nic.in>** Please visit the website for more details.

### **2. Obtaining a Digital Certificate:**

- 2.1** The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.
- 2.2** A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website – **<https://etenders.hry.nic.in>**
- 2.3** The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from.
- 2.4** The bidder must ensure that he/she comply by the online available important guidelines at the portal **<https://etenders.hry.nic.in>** for Digital Signature Certificate (DSC) including the e-Token carrying DSCs.
- 2.5** Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during the stage of bid preparation. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised **to keep a backup of the certificate** and also keep the copies at safe place under proper security (for its use in case of emergencies).

- 2.6** In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.
- 2.7** In case of any change in the authorization, it shall be the responsibility of management/ partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person/ user on behalf of the firm/ company. The procedure for application of a digital certificate however will remain the same for the new user.
- 2.8** The same procedure holds true for the authorized users in a private/ Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.
- 3. Pre-requisites for online bidding:**  
In order to operate on the electronic tender management system, a user's machine is required to be set up. A help file on system setup/Pre-requisite can be obtained from NIC or downloaded from the home page of the website - **<https://etenders.hry.nic.in>** The link for downloading required java applet & DC setup are also available on the Home page of the e-tendering Portal.
- 4. Online Viewing of Detailed Notice Inviting Tenders:**  
The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal e-Procurement system on the Home Page at <https://etenders.hry.nic.in>
- 5. Download of Tender Documents:**  
The tender documents can be downloaded free of cost from the e-Procurement portal <https://etenders.hry.nic.in>
- 6. Key Dates:**

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

**7. Online Payment of Tender Document Fee, Processing fee & EMD fees & Bid Preparation & Submission (Technical & Commercial/Price Bid):**

- 7.1 Online Payment of Tender Document Fee + Processing fee:** The online payment for Tender document fee, Processing Fee & EMD can be done using the secure electronic payment gateway. The Payment for Tender Document Fee and Processing Fee shall be made by bidders/Vendors online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD shall be made online directly through RTGS / NEFT & OTC.

The secure electronic payments gateway is an online interface between contractors and Debit card / online payment authorization networks.

**7.2 PREPARATION & SUBMISSION OF online APPLICATIONS/BIDS:**

- (i) Detailed Tender documents may be downloaded from e-Procurement website <https://etenders.hry.nic.in> and tender mandatorily be submitted online following the instruction appearing on the screen.
- (ii) Scan copy of Document to be submitted / uploaded for Technical bid under online Technical Envelope. The required documents (refer to DNIT) shall be prepared and scanned in different file formats (in PDF/JPEG/MS WORD format such that file size is not exceed more than 10 MB) and uploaded during the on-line submission of Technical Envelope.
- (iii) **FINANCIAL or Price Bid PROPOSAL shall be submitted mandatorily online under Commercial Envelope and original not to be submitted manually)**

**8. ASSISTANCE TO THE BIDDERS**

For queries on Tenders Haryana Portal, Kindly Contact  
Note: Bidders are requested to kindly mention the URL of the portal and Tender ID in the subject while emailing any issue along with the contact detail. For any issue/clarification relating to the Tender (s) published kindly contact the respective tender Inviting Authority.

[Tel:-0120-4200462](tel:0120-4200462), [0120-4001002](tel:0120-4001002)

Mobile:88262-46593

<p>Email:-support.etender@nic.in</p> <p>For any technical related queries please call at 24x7 Help Desk number 0120-4001002,0120-4200462,0120-4001005,120-6277787</p>
<p>For support related to Haryana Tenders in addition to help desk you may also contact on email ID eproc.nichry@yahoo.com, <a href="tel:0172-2700275">Tel:0172-2700275</a></p>

**Timing:**

Technical support assistance will be available over telephone Monday to Friday (9:00am to 5:30pm) (Helpdesk Support in team shall not be contracted for online bidding on behalf of the contractors).

**Note:** Contact e-Procurement helpdesk on or before prior to 4 hours of the scheduled closing date and time of respective e-tendering event. Also, for queries related to e-payment of EMD kindly contact the helpdesk at least two days prior to closing date and time of the respective event.

Intended bidders mandatorily required to register their queries if there is any pertaining to the online bidding and the single e-Procurement portal at email address:- <https://etenders.hry.nic.in>

**NOTE:-**

***Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://etenders.hry.nic.in>***

**(Online Payment Guidelines)**

**Guideline for Online Payments at e-Procurement Portal of Government of Haryana.**

Post registration, bidder shall proceed for bidding by using both his digital certificates (one each for encryption and signing) & Password. Bidder shall proceed to select the event/Tenders he is interested in. On the respective Department's page in the e-Procurement portal, the Bidder would have following options to make payment for tender document fee + Processing fee & EMD:

- A. Debit Card
- B. Net Banking
- C. RTGS/NEFT or Over The Counter (OTC)

**Operative Procedures for Bidder Payments**

**A) Debit Card**



**The procedure for paying through Debit Card will be as follows:**

- (i) Bidder selects Debit Card option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount and the card charges to be paid by bidder. The portal also displays the total amount to be paid by the bidder.
- (iii) Bidder clicks on "Continue" button.
- (iv) The e-Procurement portal takes the bidder to Debit Card payment gateway screen.
- (v) Bidder enters card credentials and confirms payment
- (vi) The gateway verifies the credentials and confirms with "successful" or "failure" message, which is confirmed back to e-Procurement portal.
- (vii) The page is automatically routed back to e-Procurement portal
- (viii) The status of the payment is displayed as "successful" in e-Procurement portal.
- (ix) In case of successful payment, a success message along with unique transaction ID is passed on to e-Procurement system. The e-tendering portal shall store the unique transaction number in its database along with the date and timestamp.
- (x) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

**B) Net Banking**

**The procedure for paying through Net Banking will be as follows:**

- (i) Bidder selects Net Banking option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount to be paid by bidder.
- (iii) Bidder clicks on "Continue" button
- (iv) The e-Procurement portal takes the bidder to Net Banking payment gateway screen displaying list of Banks
- (v) Bidder chooses his / her Bank
- (vi) The Net Banking gateway redirects Bidder to the Net Banking page of the selected Bank
- (vii) Bidder enters his account credentials and confirms payment
- (viii) The Bank verifies the credentials and confirms with "successful" or "failure" message to the Net Banking gateway which is confirmed back to e-Procurement portal.
- (ix) The page is automatically routed back to e-Procurement portal
- (x) The status of the payment is displayed as "successful" in e-Procurement portal.
- (xi) In case of successful payment, a success message along with unique transaction ID is passed on to e-Procurement system. The e-Procurement portal shall store the unique transaction number in its database alongwith the date and timestamp.
- (xii) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

**C) RTGS/ NEFT**

This solution shall also allow the bidder to make the EMD payment via RTGS/NEFT this shall add to the convenience of those bidders who are not conversant to use net banking option to make the transaction.

Using this module, bidder would be able to pay from their existing bank account through RTGS/NEFT. This would offer a wide reach for more than thousands bank branches and would enable the bidder to make the payment from almost any bank branch across India.

1. To choose the payment of EMD, the bidder clicks on RTGS/NEFT payment option.
2. Upon doing so, the e-Procurement portal will redirect the bidder to a page where it will generate a Challan.
3. This Challan shall include the beneficiary (virtual) account number and other details like beneficiary IFSC code each.

#### **RTGS / NEFT Payment Procedure**

The bidder shall be required to take a print of the challan and make the RTGS/ NEFT on the basis of the virtual account number period on the challan. This provision will ensure that number confidential details regarding the bidder or tender are disclosed to the bank while remitting the RTGS/NEFT.

The bidder would remit the fund at least one day in advance to the last day and make the payment via RTGS/NEFT to the beneficiary account number as mention in the challan. SBI Bank shall receive this amount and credit the payment gateway service provider intermediary Department/ PSUs Escrow Security Deposit account post validating the first part of the beneficiary account number, i.e., the client code only, In case of validation of client code is not successful, the bank shall return the fund and not credit the Techprocess intermediary Department/PSUs Escrow Security Deposit A/c.

#### **D) Over the Counter (OTC)**

This solution shall allow the bidder having account with SBI bank, to make the payment from any CMS enables Branch of SBI Bank in India. Bidders can make the payment via cash (if amount is  $\leq$  ₹49,999), Demand Draft or SBI Bank Cheque.

The procedure for paying through OTC mode is as follows:

- (i) Bidder selects over the counter remittance option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount to be paid. The bidder chooses the bank account number for refund of the amount.
- (iii) Bidder clicks on “Continue” Button.
- (iv) The e-Procurement portal displays the details of payment. The Bidders click on “Print\_Challan” and print the OTC Challan.

- (v) Bidder submits the OTC Challan at the counter of any designated bank of SBI Bank with Cash/Demand Draft/SBI Bank Cheque (Payment in Cash is allowed upto Rs. 49,999/-).
- (vi) SBI bank verifies the URL (format to be discussed and decided) and amount with e-Procurement portal prior to accepting the payment.
- (vii) On successful verification from e-Procurement portal, SBI bank accepts the payment. In case of failure, SBI bank shall return back the OTC challan and payment to the bidder.
- (viii) SBI bank commits the payment transaction (in case of successful verification from e-Procurement portal) and sends the Bank Transaction number (I-Sure Reference Number) online against the URN and Amount.
- (ix) SBI bank will generate receipt for the payment transaction and issues the same to the bidder.
- (x) The e-Procurement system update the bank transaction number against the URN and Amount based on the details sent by SBI bank online prior to generation of the receipt.
- (xi) The status of the payment will be displayed as “verification successful” in e-Procurement Portal, when the bidder clicks on the verification option in the portal.
- (xii) Bidder would be required to upload the scan copy of receipt as received from SBI Bank as part of proof in next tender portal before submitting the tender.

## **TERMS AND CONDITIONS FOR THE SALE OF DAMAGED WHEAT (UNFIT FOR HUMAN CONSUMPTION) BY E-TENDER**

- 1     **Price of the Tender documents:** The tenderer shall have to deposit an amount of Rs. 1500/-.
- 2     **Sale of Tender:** Sale of Tender shall start on 27.01.2020 at 5:01 PM and close on 03.02.2020 at 5:00 PM.
- 3     **Opening of Tender:**         Technical bids shall be opened on 04.02.2020 at 11:00 AM and the Financial Bids of the tenderer who qualify in the Technical Bids shall be opened on 04.02.2020 at 02:00 PM. These Bids shall be opened at Hafed Head Office, Panchkula in the presence of the tenderer who may wish to be present.
- 4     **Inspection of wheat stocks:-** The stocks can be inspected by prospective tenderer during working hours on any working day at the godowns/ open complexes from where the delivery of the consignment will be given. Location of the stocks alongwith lot number and category is at **Annexure-A**. Tenderers will be assumed to have inspected the stocks and made their offers for the stocks on '*as is where is basis*' and no segregation will be allowed.
- 5     Only those tenderers who are registered with FCI shall be eligible to participate in tender and they shall upload authenticated documentary evidence with regard to the existence of the manufacturing unit such as Industrial license, Registration Certificate of FCI.
- 6     It will be the responsibility of the tenderer to obtain necessary permits, if required, from the concerned authorities in case the stocks are to be moved to places outside the Zone, there they are held. Such permits shall have to be produced at the time of taking delivery.
- 7     The Haryana State Cooperative Supply & Marketing Federation Ltd., Panchkula (HAFED) does not guarantee to make any definite quantity or quality of damaged wheat available to the successful tenderer.
- 8     Conditional tender will be rejected. The tenderers are required to sign at each page of these terms and conditions and upload it in token of having submitted their offer strictly as per these terms and conditions. In case of failure of the tenderer(s) to upload the duly signed copy of these terms and conditions, their bids will be rejected.
- 9     The tenderer is at liberty to quote for any or all the lots put together separately, lot wise. The tenderer is to quote for the total quantity in each lot. Bids in which rates have not been offered for the total quantity of the lot are liable to be rejected. The rates offered will be valid upto 30 (Thirty) days extendable to another 30 (Thirty) days from the date of opening of tenders.

- 10 The Haryana State Cooperative Supply & Marketing Federation Ltd., Panchkula reserves the right to accept or reject any or all the tenders, without assigning any reason. All tenders shall be irrevocable and remain open for acceptance for a period of thirty days from the date of opening tender(s). If the said date is declared to be a closed holiday for Hafed office, the tender shall be deemed to remain open for acceptance upto the following working day. The Managing Director, "The Haryana State Cooperative Supply & Marketing Federation Ltd., Panchkula will have the discretion to extend this date of validity by another thirty days.
- 11 **Earnest Money:** The tenderer shall pay to The Haryana State Cooperative Supply & Marketing Federation Ltd., Panchkula an amount of Rs. 50/- per qtl. of stock offered to be purchased as Earnest money for the due performance of stipulations to keep the offer open. The payment for Earnest Money (EMD) will have to be made through online e- portal.. The bidder will be eligible to submit the financial bid for the quantities, only for which the earnest money has been deposited by him. In case, he makes the financial bid for quantity more than for which EMD has been deposited, his financial bid shall be summarily rejected and will not be considered. If the intended bidder fails to pay EMD fee under the stipulated time frame, his technical and financial bids will stand rejected. If the tenderer after submitting his tender, does not keep his offer open or does not deposit requisite security within 10 days from the date of acceptance of his/her/ their offer or modifies the terms and conditions thereof in a manner not acceptable to "The Haryana State Cooperative Supply & Marketing Federation Ltd., Panchkula, then the same will be rejected and the earnest money will be forfeited. In such event, The Haryana State Cooperative Supply & Marketing Federation Ltd., Panchkula "shall be within its rights to recommend to FCI for blacklisting the said tenderer/ firm for one year". Subject as aforesaid, the Earnest money of all unsuccessful Tenderer will be refunded after finalization of the tenders but the HAFED shall not be liable to pay any interest thereon.
12. The bidder will be eligible to submit the financial bid for the quantities, only for which the earnest money has been deposited by him. In case, he makes the financial bid for quantity more than for which EMD has been deposited, his financial bid shall be summarily rejected and will not be considered.
- 13 **Security Deposit:-** The successful tenderer shall pay to The Haryana State Cooperative Supply & Marketing Federation Ltd., within 10 days time from the date of acceptance of his/her/ their offer, 25% of value of goods (including EMD), for which the offer has been made calculated at the rate offered for due performance of the contract and it would be adjusted against all losses, costs and expenses incurred by the HAFED, in case the tenderer/ tenderers either resiles/ resile from his/her/their offer or violates/violate the terms of the contract. The security deposit will be adjusted towards the value of the last consignment to be lifted and remaining amount of security, if any, will be refunded on the completion of the contract but the Hafed shall not be liable to pay any interest thereon.
14. If the tenderer fails or neglects to observe or perform any of his obligations in respect of any damage, losses, charges, expenses or cost, that may be suffered or incurred by Hafed during the period of this contract, it shall be

lawful for HAFED to adjust either in whole the security deposit i.e. earnest money or any part thereof. The decision of "The Haryana State Cooperative Supply & Marketing Federation Ltd.", in this respect shall be final and binding on the tenderer.

15. In the event of Earnest money deposit/security deposit being insufficient or if such security deposit has been wholly adjusted, the balance or the total sum recoverable as the case may be, shall be deducted from the sum then due or which at any time thereafter may become due to the tenderer under this or any other contract with The Haryana State Cooperative Supply & Marketing Federation Ltd. In case that sum is also not sufficient to cover the full amount recoverable, the tenderer shall pay to the HAFED on demand the balance due amount. In case the tenderer fails to pay the amount of balance due, Hafed shall be free to invoke any legal remedies to recover the same.
16. Price of damaged wheat will be payable on the gross weight and all taxes whatsoever leviable by any authority at the time of dispatch, shall be payable by a buyer in addition to the price offered.
17. The tenderer(s) may deposit the entire cost of the damaged wheat stocks lot wise alongwith other leviable taxes through RTGS/NEFT in Hafed account for issue of release order in a way that lifting of the damaged wheat stocks is completed within 30 (Thirty) days from the acceptance of the offer (60 days from the date of acceptance of offer subject to payment of specified interest and/or storage charges).
18. The tenderer(s) will have to quote rate for a minimum of one lot. The stock will have to be lifted stack wise and on completion of one particular stack, the stocks from another stack will be offered for lifting but the entire delivery will have to be completed within 60 (Sixty ) days by all means.
19. The delivery would be given during working hours on all working days on presentation of copy of release order/delivery order.
20. In the event of failure to deposit/make the payment within the specified time and to present the proof of the same within the aforesaid period, the HAFED shall have the option to adjust all losses incurred by HAFED from security deposit in full and resell the stocks and would also recover from the tenderer, the loss suffered by the HAFED as a result of the resale of the stocks at the risk and cost of the original buyer. Any saving or profit on resale as aforesaid shall be exclusively to the account of "The Haryana State Cooperative Supply & Marketing Federation Ltd. Panchkula" (HAFED).
21. At the time of giving delivery, if there is shortfall in the declared quantity proportionate refund to the buyer will be allowed. If on the other hand there is found to be an excess in the lot, proportionate additional payment shall be made by the buyer in the same manner as referred to above, within seven days from the date of intimation to that effect by the concerned District Manager of HAFED, or any officer acting on his behalf.
22. The damaged wheat stocks are sold in the same condition as they lie on "AS IS WHERE IS BASIS" and No replacement of gunny bags shall be allowed at the cost of The Haryana State Cooperative Supply & Marketing Federation Ltd. The damaged wheat stock shall be removed by the tenderer within a period specified in the delivery order, with all the defects if any and not

withstanding any error or misstatements of description, measurement, quantity, weight, enumeration or otherwise and without any objection on the part of the tenderer and no claim shall lie against The Haryana State Cooperative Supply & Marketing Federation Ltd, for compensation nor shall any allowance be made on account of such faults, mis-statements or errors although the same may be of such considerable nature particularly the description of damaged wheat may be identical or similar to the description of same goods in some previous sale by tender and no reliance should be placed on any such description. The tenderer should satisfy thoroughly as to what is offered for sale before submitting his tender and may inspect damaged wheat stocks prior to tendering and shall be deemed (whether or not such inspection shall have in fact taken place) to have had notice of all defects and faults and any error, any mis-statement as aforesaid which he might have discovered on inspection shall not be entitled to any compensation on account thereof.

The tenderers of this contract are neither entitled to claim nor recover from the other any compensation by way of damage or other-wise, if the damaged wheat stocks sold are not available by reasons of not being at the specified place. The Haryana State Cooperative Supply & Marketing Federation Ltd., Panchkula reserve the right to withdraw from the sale any lot/lots included in the tender prior to the acceptance of any offer for such lot/lots without assigning any reasons.

- 23 The tenderer will make his own arrangement for lifting of damaged wheat including de-stacking/stacking, weighment on weighbridge, transport etc. for which all expenses will be borne by the tenderer, except the weighment charges which will be borne by Hafed.
- 24 Should the tenderer wish to take delivery of the damaged wheat stocks purchased through a representative, he must authorize the later by a letter of authority which shall be presented to the officer in whose charge the store is held. Such officer may in his entire discretion decline to act on any such authority and it shall be in all cases of the buyer to satisfy such officer that the authority is genuine. Delivery by proxy shall be at purchaser's sole responsibility and risk and no claim shall lie against "The Haryana State Cooperative Supply & Marketing Federation Ltd.," on any account what-so-ever, if delivery is affected to wrong persons.
- 25 The stocks shall be weighed at the weighbridge arranged by "The Haryana State Cooperative Supply & Marketing Federation Ltd." The quantity delivered shall be accounted on the basis of 100% actual weighment on gross weight basis. The weighment sheets shall be prepared in triplicate and be signed by the tenderer or his representative and concerned officials/officers of "The Haryana State Cooperative Supply & Marketing Federation Ltd.
- 26 The stocks sold to a tenderer shall from the date of acceptance of his tender shall be at his risk and Hafed shall not be responsible for its maintenance and preservation thereof.
- 27 The party will be given 30 days free lifting period from the date of communication of acceptance by Hafed against full payment. If payment is not deposited by the party within 30 days of the acceptance, the interest @ 18 %

p.a. and storage charges @ Rs. 6/- per qtl per month will be charged for delayed payment. However in case the payment along with interest is not deposited by the party within 60 days (30 days free lifting period + 30 days with interest and storage charges), the Earnest Money/ Security deposited by the party shall be forfeited. In case the party deposits the entire payment of stocks within 30 days but still does not lift the stocks, the storage charges @ Rs. 6/- per qtl. per month will be charged up to the date of lifting.

- 28 In the event of the tenderer not taking delivery within the free period as allowed by the release order/ delivery order or the extended time allowed, then "The Haryana State Cooperative Supply & Marketing Federation Ltd., has the discretion to re-sale the stocks at the tenderer's risk and cost. If "The Haryana State Cooperative Supply & Marketing Federation Ltd., Panchkula" is unable to re-sale the goods within 3 months from the date of expiry given in the release order, then the decision of "The Haryana State Cooperative Supply & Marketing Federation Ltd., Panchkula," may at its absolute discretion decide to dump or to destroy the same without prejudice and adopting other legal remedies.
- 29 An express condition of sale is that the stocks of damaged wheat shall be used only for the purpose as indicated in the **Annexure-A**. It is absolutely necessary that the tenderer of any particular category of stocks shall use the same only for the purpose indicated and shall make no attempt whatsoever for adulteration or misuse of the stocks. Hafed will not be responsible for any loss/ damages or compensation on account of misuse of the stocks otherwise than prescribed and tenderer shall be personally responsible for the same.
- The Haryana State Cooperative Supply & Marketing Federation Ltd., Panchkula, will take a serious view of any breach of these conditions of sale. It will also not be open to tenderer to question the categorization of the stocks as shown in the tender.
- 30 The tenderer shall tender full account of the damaged wheat purchased to the concerned District Manager of HAFED. In order to ensure proper performance of the contract, in this regard, HAFED reserves the right to inspect the premises of factory of the tenderer and where the food grains are stacked or processed without any notice to the tenderer and the tenderer shall be bound to provide necessary facilities for such inspection to the officials of the Hafed.
- 31 Damaged wheat stocks sold for manufacture of inedible starch shall necessarily be utilized for that purpose only in the tenderer's own factory and in no case shall be sold, transferred or used for any other purpose, whatsoever. The tenderer shall give full information about the movement of such wheat stocks from The Haryana State Cooperative Supply & Marketing Federation Ltd., to the place of utilization/ manufacture/ processing etc. to the concerned District Manager of HAFED as well as to the Collector of the District, if required, for exercising proper Vigilance over their movements and proper utilization thereof. Account of sale of finished products from such stocks shall also be rendered to HAFED.
- 32 Failure on the part of the tenderer to render full and satisfactory accounts of utilization of the damaged wheat stocks will constitute a breach of the contract and in such an event the security deposit furnished by the tenderer shall be



- forfeited without prejudice to the right of the Hafed to initiate legal proceeding both Civil & Criminal, against the tenderer.
- 33 The tenderer shall not sublet, transfer or assign the contract or any part thereof, without the prior written approval of The Haryana State Cooperative Supply & Marketing Federation Ltd. (HAFED).
  - 34 The person signing the tender form or any other documents forming part of the tender on behalf of another, shall produce a proper Power of Attorney duly executed in his favour stating that he has authority to bind such other person in all matters pertaining to the contract.
  - 35 The tenderer would furnish an affidavit duly attested by the Magistrate to the effect that the stocks thus purchased will not be recycled for human consumption and shall only be used for the purpose as per the categorization report in each case. It is absolutely necessary that the tenderer of any particular category of stock as categorized above shall be processed for the purpose indicated and shall make no attempt whatsoever for adulteration or misuse of the stocks. The stocks as categorized above shall be processed only in the tenderer's premises, factory, plant, and machine. In case of breach of these conditions of sale, The Haryana State Cooperative Supply & Marketing Federation Ltd., Panchkula will forfeit security deposited, besides adopting other legal remedies available. It will also not be open to the tenderer to question the legal categorization of the stocks shown in the tender.
  - 36 Any change in constitution of the firm shall not absolve any partner of the firm from the liability.
  - 37 In case of any dispute arising out of the contract, the matter shall be referred to the Managing Director, Hafed, Panchkula to arbitrate in the matter, who can arbitrate himself / herself or appoint anybody including Hafed officer to arbitrate the matter. All disputes arising out from this contract shall be subject to jurisdiction of Panchkula Courts only.
  - 38 The terms and conditions are subject to all policies as laid down by FCI/State Government/ Government of India on matters of disposal of categorized wheat stocks.
  - 39 **Reserve Price:-** As per the revised / modified instruction communicated by Ministry of Food vide letter No.8-10/2004-PY-IV dated 8.07.2014 regarding disposal of damaged foodgrains, reserve price for tender sale of damage wheat shall be as under:-

Sr. No.	Category	Reserve price
1	Feed-I	60% of MSP of the crop year for wheat.
2	Feed-II	50% of MSP of the crop year for wheat.
3	Feed-III	40% of MSP of the crop year for wheat.
4	Industrial use	30% of MSP of the crop year for wheat.
5	Manure/ dumping	10% of MSP of the crop year for wheat.

Crop year wise MSP is as under:-

<b><u>Crop year</u></b>	<b><u>MSP per qtl. (In Rs.)</u></b>
2019-20	1840/-

40 Certified that I/we \_\_\_\_\_ have carefully gone through the above terms & conditions and have retained a copy of the same. I/We shall strictly abide by the terms & conditions. An affidavit shall be given separately that the damaged wheat stocks shall be used only for the purpose; it is categorized for and shall not be recycled & used for human consumption, in case tender is allotted to me/us.

Accepted the above terms & conditions.

Signatures of tenderer / party with seal,  
date & complete address.

Mobile No.: \_\_\_\_\_

E-mail: \_\_\_\_\_

### **FORMAT OF TECHNICAL BID**

<b>Sr. No.</b>	<b>Particulars</b>	
1	Detail of the Registration Certificate uploaded: (Please tick the category) Feed 1 Feed 2 Feed 3 Industrial use Manure	Regd. No.:  Date:  Validity:  Registering Authority:
2	Detail of Earnest Money @ 50/- Per Qtl. for offered quantity	
3	Whether the copies of the following documents duly signed at each page have been uploaded (write 'Yes' or 'No'): 1) Tender Documents 2) Registration Certificate 3) Power of attorney to sign the tender documents	

I/we hereby state that:-

1. I/we have thoroughly read all the schedules, appendices, annexures to the tender document, terms & conditions carefully.
2. Our offer is as per Terms and Conditions given in the tender document.

Signatures: \_\_\_\_\_  
Seal/Stamp:

Full Name of the authorized signatory: \_\_\_\_\_

Designation of the signatory: .....

Contact No. of signatory: .....

E-Mail ID of signatory: \_\_\_\_\_

## ANNEXURE-A

### **‘FORMAT OF FINANCIAL BID’ (To be submitted in a separate cover)**

**(Format of the Financial Bid will be opened of only those Tenderers, who qualify all the technical parameters)**

The rates should be offered in the following format. There should be no cutting/over-writing in the Financial Bid.

S No.	Name of District	Name of Centre	Lot No.	Qty.(in MT)	Crop year	Category	Stack No./Sample No.	Rate Quoted in Rs. Per Qtl.
1	Ambala	New Grain Market, shed No-4, Ambala City	5	126	2019/20	Feed-II	5	
2			8	126	2019/20	Feed-II	8	
3			11	126	2019/20	Feed-II	11	
4			14	126	2019/20	Feed-II	14	
5			17	126	2019/20	Feed-II	17	
6			23	119	2019/20	Feed-II	23	
7			26	126	2019/20	Feed-II	26	
		<b>Total</b>		<b>875</b>				

The Tenderer should quote the rate of damaged wheat both in figures and words. Cuttings/ alterations are not allowed.

Signatures : .....

Seal/ Stamp : .....

Full Name of the authorized signatory : .....

Designation of the signatory : .....

Contact No. of signatory : .....

E-Mail ID of signatory : .....