



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

**NOTICE INVITING E-TENDER FOR EMPANELMENT OF SERVICE
PROVIDER/AGENCY/ COMPANY FOR EXECUTION OF CURATIVE AND
PROPHYLACTIC TREATMENT OF FOOD GRAIN STOCKS**

The Haryana State Cooperative Supply and Marketing Federation Limited (HAFED) invites E-Tenders for empanelment of Service Provider/ Company/ Agency for execution of the work of Curative and Prophylactic treatment of food grain stocks stored at various storage locations (Godowns & CAP) in Haryana. The firm having specialised knowledge, experience and fulfilling the eligibility criteria laid down in the e-tender document may submit their technical and financial bids alongwith all supporting documents online. The tender document containing details of scope of work, eligibility criteria and other terms & conditions is available on portal <https://etenders.hry.nic.in> and Hafed's website www.hafed.gov.in. The period of downloading of tender document & bid submission starts from **01.01.2021 at 10.00 AM to 21.01.2021 upto 5.00 PM** through e-Tender portal <https://etenders.hry.nic.in>. The technical bids will be opened on **22.01.2021 at 11.00 AM** at Hafed Corporate Office, Sector-5, Panchkula and the financial bids of technically qualified bidders will be opened on **27.01.2021 at 11.30 AM** in the presence of the bidders or their authorised representatives, who may wish to be present.

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

MANAGING DIRECTOR

Detailed Notice Inviting E-Tender

E-Tender is invited for below mentioned work in single stage two cover system i.e. Pre-Qualification/Technical Bid (online bid under Technical Envelope) and Request for Financial Bid (comprising of price bid proposal under online available commercial envelope):

Sr. No.	Name of work	EMD to be deposited	Tender Document fee and E-services fee	Start Date & Time of Bid preparation and submission	Expiry Date and Time of Bid Submission
1	Empanelment of Service Provider for execution of the work of Curative and Prophylactic treatment of food grain stocks	Rs. 2,00,000/- (Two Lakh)	Rs. 5000+ Rs. 1000 = Rs. 6000	01.01.2021 at 10.00 AM	21.01.2021 at 5.00 PM

Under this process, the Pre-qualification/ Technical online bid application as well as online Price Bid shall be invited at single stage under two covers i.e. PQQ/Technical & Commercial Envelope. Eligibility and qualification of the bidder will be examined based on the details submitted online under first cover (PQQ or Technical) with respect to eligibility and qualification criteria prescribed in this Tender document. The Price Bid under the second cover shall be opened for only those Bidders whose PQQ/Technical bids are responsive to eligibility and qualification requirement as per Tender Document.

1. The Payment for Tender Document Fee and e-Service Fee shall be made by eligible bidders/service providers 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 Guidelines” available at the Single e-Procurement portal of Government 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. Service Provider will be required to make online payment of Rs. 2,00,000/- (Rs. Two Lakh) towards EMD fee in due course of time. The intended bidder fails to pay EMD

fee under the stipulated time frame shall not be allowed to submit its bids for the respective event/tender.

3. 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 event and make payment via RTGS/NEFT or OTC to the beneficiary account number specified under the online generated challan. The intended bidder/Agency will be able to successfully verify their payment online, and thereafter submit their bids on or before the expiry date & time of the respective event/Tender at <https://etenders.hry.nic.in>.
4. The interested bidders shall have to pay mandatorily e-Service fee (under document fee- Non refundable) of Rs. 1000/- (Rs. One thousand only) 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 document fee/e-Service fee can be made by eligible bidders online directly through Debit cards & Internet Banking.
6. The Bidders can submit their tender documents (Online) as per the dates mentioned in the key dates:

Sr. No.	HAFED Stage	Bidder's Stage	Start Date and Time	Expiry Date and Time
1	Release of Tender	-	01.01.2021 10.00 AM	21.01.2021 5.00 PM
2	-	Downloading of Tender Document/ Online Bid Preparation, Hash Submission and Submission of online bid	01.01.2021 10.00 AM	21.01.2021 5.00 PM
3	Opening of Technical Bid	-	22.01.2021 11.00 AM	
4	Opening of Financial Bid		27.01.2021 11.30 AM	

Important Note:

1. The Applicant/Bidders have to complete "Application/Bid Preparation & Submission" stage on scheduled time as mentioned above. If any Applicant/Bidder failed to complete his/her aforesaid stage in the stipulated online time schedule for this stage, his/her bid status will be considered as "Bid Not submitted".

2. Applicant/Bidder must confirm & check his/her Application/bid status after completion of his/her all activities for e-bidding.
3. Applicant/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.

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:

- I. 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.
- II. 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>
- III. 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.
- IV. 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.
- V. 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).

- VI. 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.
- VII. 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.
- VIII. 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 shield 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:-0120-4200462,0120-4001002

Mobile: 88262-46593

Email:-support.etender@nic.in

For any technical related queries please call at 24x7 Help Desk number 0120-4001002,0120-4200462,0120-4001005,120-6277787

For support related to Haryana Tenders in addition to help desk you may also contact on email ID eproc.nichry@yahoo.com, Tel: 0172-2700275

Timing:

Technical support assistance will be available over telephone Monday to Friday (9:00 am to 5:30 pm) (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 1,10,000 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, Amount, Beneficiary Bank Branch, Beneficiary Name.

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 <=[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 eProcurement 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

DETAILED TERMS AND CONDITIONS

1. Background

The Haryana State Cooperative Supply and Marketing Federation Limited (hereinafter referred as 'HAFED') is the largest cooperative federation in the State of Haryana serving the interest of farmers and people of Haryana since 1966.

The Federation is engaged in the procurement of food grains, oil seeds and pulses as per the policies of the State Government and the Government of India. The Federation is also the premier warehousing agency for scientific storage of food grains. The Food grains are procured, preserved and maintained in the warehouses and open Plinths (CAP) by the HAFED throughout the State till its delivery under the Central Pool or its disposal by way of other means. Hafed has a covered storage capacity of 13.44 LMT (118 godowns) and 9 LMT in CAP (71 plinths/phar). Besides this, Hafed has also hired godowns having capacity of approx. 6.45 LMT (97 godowns) and Plinths having capacity of approx. 14 LMT (111 plinths) from private parties and other Govt. agencies. Hafed is also the nodal agency for the preservation and maintenance of the foodgrain stocks belonging to Food Corporation of India (FCI) stored in the godowns and Plinths constructed under the PEG Scheme having capacity of approx. 28 LMT (116 godowns) and CAP storage of approx. 3 LMT (16 Plinths). With a view to properly preserve and maintain the health of food grains, oil seeds and pulses, timely Curative and Prophylactic treatment of Foodgrain Stocks is necessary to keep them insects/ pest-free and fit for storage.

HAFED intends to empanel Service Provider (s)/ Agency (ies)/ Company (ies) for execution of the work of Curative and Prophylactic treatment of food grain stocks stored at various storage locations (Godowns & CAP) in Haryana as per the guidelines of HAFED/ State Government/ Government of India through deployment/ engagement of appropriate Technical and other specially trained manpower for the said purpose.

2. Scope of Work

The Scope of work for the Service Provider will be as under:-

- (i) The Service Provider shall be responsible for timely execution of the work of 100% perfect preservation of food grain stocks by providing Curative and Prophylactic treatment of food grain stocks stored at all/selected storage locations (including Godowns & CAP and owned, hired & PEG) throughout the State of Haryana as per requirement of the HAFED through deployment/engagement of appropriate Technical Experts and other skilled manpower having knowledge of use of chemicals and equipments used in preservation of food grains. The detail about qualification of

Technical Expert along with deployment criteria of Technical Experts and other manpower is annexed at **Annexure-X**.

- (ii) The procedure of curative and prophylactic treatments is annexed at **Annexure-Y**, which is the minimum standard operating procedure to be followed during the process. However, complete responsibility of providing timely and successful Curative and Prophylactic treatment to the food grains to keep them insect/pest-free shall be the sole responsibility of the Service Provider/ Agency/ Company.
- (iii) The other labour/specialized manpower required for the said purpose and activities to be performed is annexed at **Annexure-Z**.
- (iv) At present, there are approx. 48 Lakh MT food grain stocks with HAFED, which require curative and prophylactic treatment, however, the stock position may increase upon further procurement or decrease upon delivery to FCI or its disposal by other means. Further, HAFED may require treatment to be done on stocks stored in all the Godowns/ Plinths or only in selected godowns/ plinths as per its requirement. Therefore, final allocation of godowns/ plinths will be the sole discretion of HAFED. The list of godowns/ plinths requiring treatment will be provided by the concerned District Manager, HAFED.

Note: The above Scope of work is merely illustrative and not exhaustive. The Service Provider shall thus carry out all allied, incidental duties, services and/or operations related to preservation of food grain stocks and as may be indicated by the authorized representative of the HAFED, at no extra cost.

3. Obligations on the Part of Hafed and the Selected Agency

- i) The required quantity of Fumigants, Chemicals, Fumigation Covers (LDPE/HDPE), sand and ropes/mesh nets will be provided to the selected Agency/Company by the HAFED as per HAFED's norms.
- ii) The schedule for fumigation and spray has already been given at **Annexure-Y**, however, the concerned District Manager, HAFED shall provide to the Service Provider list of godowns/ plinths along with stock position at least 2 (two) days in advance for enabling him to start curative/prophylactic treatment of food grain stocks. Further, in case of any urgent requirement other than Schedule, the District Manager, Hafed concerned shall inform to the Service Provider in writing/through email or any other appropriate means of communication including whatsapp to the authorised representative of the Service Provider for performing the required operation at any

storage location and the Service Provider shall be bound to start the requisite operation maximum within 48 hours of such communication.

4. Eligibility Criteria

The qualifying/eligibility criteria will be as under:-

- i) The firm/agency/company/cooperative society registered under Central Act/Act of Haryana/ Companies Act, 2013 or Indian Partnership Act, 1932.
- ii) The bidder must have completed at least 3 consecutive years in the business of providing such services/manpower as on March 31, 2020.
- iii) Must be registered with Income Tax Deptt., Provident Fund Deptt., Labour Deptt., ESI and GST. (A copy of registrations certificates issued by concerned authorities is required to be attached along with a certificate in regarding compliance of EPF, ESI, Labour welfare fund & Service Tax, etc. for the last three financial years duly certified by a Chartered Accountant)
- iv) Minimum turnover of Rs. 30 crore in the last financial year 2019-20 and should have minimum average net profit (after tax) of Rs. 1 crore in the last three financial years i.e. 2017-18, 2018-19 and 2019-20.

(The balance-sheets duly audited by a Chartered Accountant to be attached. In case balance sheet for the financial year 2019-20 has not been finalised, provisional balance sheet or a certificate (clearly mentioning the turnover, gross profit and net profit after tax) for the year 2019-20 duly certified by a Chartered Accountant must be attached)

- v) The bidder should have successfully executed at least one contract for providing such services/manpower to any Central/State Government Department/Institution/PSU/ Public Sector Maharatna & Navratna Company/ Multinational Company having contract value/ executed value of not less than Rs. 05 (five) crores under single Work Order/ Contract Agreement. The bidder shall submit as proof against above, a copy of Work order or Contract Agreement on a Notarised Stamp or completion certificate or TDS Certificate, clearly showing the amount of work completed/executed during last three financial years.
- vi) Valid license for supplying/deployment of minimum 1000 persons.
- vii) Solvency Certificate for an amount not less than Rs. 1 crore issued by any of the commercial bank in an acceptable form, within the last 06 months on the closing date of the Tender.
- viii) Should not have been blacklisted by any of the Government/Semi-Government Department/s or PSU/ institution/ corporation/ federation and not connected to any firm who has been so blacklisted in the past five years.

5. General Terms and Conditions

- (i) All the instructions contained in the Tender document are important and required to be complied with.
- (ii) An undertaking regarding compliance of statutory obligations as per **Annexure-C** is required to be given/ uploaded.
- (iii) An affidavit regarding non-black listing/non-prosecution as per **Annexure-D** is also required to be given/ uploaded.
- (iv) The Service Provider(s), being the employer in relation of persons engaged/employed by him to provide the Service under the Service agreement shall alone be responsible to make the payment of monthly wages/salaries to the persons deployed by him which in any case shall not be less than the minimum wages as fixed or prescribed under the wages Act 1936, minimum wages Act 1948 (Act XI of 1948), contract labour (Regulation & Abolition) Act, 1970 and rules framed there under from time to time or by the state Government and /or any authority constituted any or under any law and observe compliance of all the relevant labour laws. Besides this the Service Provider shall also make the payment of all other statutory dues like employees provident fund, employees state insurance, employees deposit link insurance, bonus, gratuity, etc. to his employees.
- (v) All persons employed by the Service Provider shall be engaged by him as his own employees/ workers in all respects and while taking the services of workers, the service provider(s) shall have to comply with the following provisions:
 - a) To pay the wages/salaries under the Payment of Wages Act, 1936, Minimum Wage Act, 1948, Contract Labour (Regulation & Abolition) Act, 1970 and rules framed there under, Employees Provident Fund (EPF) Act, 1952, Employee State Insurance Act, 1948, Payment of Bonus Act, 1965, Employees Deposit Link Insurance (EDLI) Scheme, 1976, Payment of Gratuity Act, 1972, Maternity Leave Act, 1961, as applicable and as amended from time to time and or any other rules framed there under, etc.
 - b) To comply with the provision of the Income Tax Act, 1961, Good and Service Tax, etc. as applicable or as amended from time to time. Any other expenses to be incurred in compliance with the provision of the Service Agreement.
- (vi) The Service Provider will be governed by the laws of land for the time being in force in India and shall comply with or cause to be complied with all the labour regulations

enactments/laws made by the State Government and the Central Govt. from time to time in respect of payment of wages of the workers/labour and all related matters.

- (vii) If a criminal or civil case is filed due to the negligence of service provider under the provisions of Industrial Act or Workmen's Compensation Act, or Contract Labour Regulation Act or E.S.I. Scheme or Provident Fund Act or any other applicable Act, the penalty, loss and damages shall to be borne by the Service Provider.
- (viii) In case, the worker employed by the Service Provider, due to any reason, gets injured, or has fatal injury, the responsibility of giving compensation to the worker or to anybody else will rest upon the service provider and in no case HAFED or any of its officers shall be responsible. Neither the Service Provider nor anybody else on behalf of the worker shall lodge a complaint against the HAFED with any legal authority. If the Service Provider or anybody else on behalf of the worker lodges a complaint against the HAFED to get any compensation from the HAFED, the claim will be treated as null and void.
- (ix) In any case, the Service Provider shall be bound to indemnify HAFED against all claims whatsoever in respect of the said personnel/labour under the Workmen's Compensation Act, 1923 or any statutory modification thereof or otherwise in respect of any damage or compensation payable in consequent of any accident or injury sustained by any workmen or other person whether in employment of the Service Provider or not.
- (x) If any worker of the Service Provider files a complaint against the Service Provider with regard to the non-payment of wages, benefits of earned leave, bonus, or any other legally payable amount, the Service Provider shall have to take action to bring out an amicable solution to it. Otherwise, HAFED may treat the claim as true and the claim of worker shall be paid after deducting the said amount from the amount payable to the Service Provider.
- (xi) Any amount spent by HAFED in payment of dues to anybody on behalf of the Service Provider, will be deducted from the unpaid bills and the Performance Security Deposit (PSD) of the Service Provider. If the Service Provider or his worker causes any financial loss to the Department due to the negligence or irresponsibility of the service provider or if the HAFED will have to pay any rightful amount to the workers, such as wages, compensation for any injury or death due to any accident, or any other compensation or penalty, then, the loss, payment of rightful amount to workers etc. will be deducted from the unpaid bills and the PSD of the service provider. If the paid amount is more than the unpaid bills amount and the PSD of the service provider, the difference will be collected

from the Service Provider by taking a legal action against the Service Provider.

- (xii) Under no circumstances, the service provider will employ children on job work. The Service Provider should take care that no person without permission will be allowed into the HAFED's premises (Godown's/Plinths) at any time.
- (xiii) The workers of the Service Provider will be treated as neither the permanent nor temporary employees of HAFED. Neither the worker nor the Service Provider is allowed to stay within the premises of Hafed after the completion of working hours. Neither the worker nor the service provider can build any hut, shed or camp, even on temporary basis to make a residential place for the workers at any premises of the HAFED.
- (xiv) All prevailing rules, regulations, guidelines, instructions etc. pertaining to job work contract, issues by Government of Haryana through its various resolutions/ circulars/ letters, shall also be applicable to this tender.
- (xv) The Service Provider shall ensure that there is no shortage of labour/manpower at any point of time during the contract in force and the persons deployed do not have to work overtime, otherwise admissible overtime will also be payable as per rules.
- (xvi) The Service Provider shall be bound to provide all necessary safety equipments for the required operations by its manpower and ensure all safety measures with the labour/ other manpower employed by it for fumigation/ spray or other operations as per contract and shall also ensure that the required operations are completed in time as per Schedule.
- (xvii) The Service Provider shall have to execute all the work to the full satisfaction of the HAFED. Directions for proper execution of the contract issued in this behalf by the District Manager, HAFED or his representative or any other officer authorized in this regard shall be binding on him.
- (xviii) The Service Provider shall ensure that the labour/manpower deployed by it at various storage locations of HAFED for fumigation/spray operations enter their details like Name, Father's Name, Address, Unique Id like Aadhar No., mobile no. while entry/exit in the Gate inward/outward Register maintained at each storage location.
- (xix) The Service Provider shall submit bills with the concerned District Manager on monthly basis, along with a certificate from its Technical Expert and HAFED's Storekeeper/ Field Inspector (Store) and Manager/Centre-Incharge concerned and Technical Officer (Storage)/ AGM (Tech.)/ DGM (Tech.) of the District concerned clearly indicating quantity of stocks treated, successful fumigation/ spray and regarding minimum manpower deployment by the Service Provider to enable the District Manager, HAFED

concerned to process the same for releasing payment.

- (xx) The Service Provider shall also furnish an affidavit duly notarized (along with bills) to the concerned District Manager, HAFED that he has released due payment to the labourers/ workmen engaged by them as per Minimum Wages Act along with other statutory deductions/payments. The responsibility for any penal action arising out of violation of the statutory provisions shall solely lie with the Service Provider and HAFED shall not be responsible for any penalty/ legal liability in this respect.
- (xxi) Deduction of Income Tax and surcharge, if any, applicable shall be made at source as per law. It shall be the responsibility of the Service Provider to comply with the provisions of the Income Tax Act.
- (xxii) The tender without earnest money deposited online or short of it shall not be entertained and rejected straightway.
- (xxiii) The bid document is not transferable in any case.
- (xxiv) The bidder(s) may inspect the Areas/Location, where the services are to be provided for assessing the work involved on any working day during office hours.
- (xxv) Any attempt direct or indirect to cast influence negotiation on the part of the bidder(s) with the officials/authority to whom he shall submit the tender or the tender accepting officials/authority before the finalization of tenders shall render the tender liable for rejection.
- (xxvi) The tender documents shall only be uploaded online in electronic form in two covers. Each cover shall contain separately the “Technical Bid” and the “Financial Bid” in **Annexure-A** and **Annexure-B** respectively and original not to be submitted manually. However, in case any document uploaded is not scanned properly and is not legible, the bidder(s) may be asked to manually submit hard copy.
- (xxvii) The L-1 will be decided on the basis of financial bid for Service Charges (in Rs. Per MT) for fumigation along with spray on quarterly basis i.e. Sr. No. 1 in the Financial Bid Performa (Annexure-B). The rates for Service Charges for any other Spray (Sr. No. 2 in the Financial Bid Performa) will be considered for the bidder who has quoted minimum and the L-1 bidder/firm will have to agree to the same.
- (xxviii) The tender shall remain valid and open for acceptance for a period of 60 days from the last date of submission of tender.
- (xxix) The Tender, which has not complied with one or more of the condition prescribed, will be summarily rejected. The conditional tenders will also not be entertained and shall summarily be rejected.

- (xxx) HAFED reserves the right to negotiate with the lowest valid bidder/s (L-1). In case, the negotiated rates are not reasonable, HAFED may cancel the tender in full or in part and may accept only the rates for the activity for which the rates/bids received are reasonable.
- (xxxi) If the successful bidder(s) after depositing security and entering into an agreement with HAFED, fails to undertake the work or refuses to work or make default in proper fulfilment of the conditions of the Agreement, or leave the work in between, the security deposited by him shall stand forfeited and Bank Guarantee revoked and he will be black-listed besides being debarred from allotment of any work of any State Procurement and Warehousing Agency in future. In addition, HAFED shall be competent and authorized to get the remaining work carried out on the prevailing market rates by appointing other Service Provider at the risk and cost of the defaulting Service Provider, by servicing him with one day's notice and in that case extra amount incurred by the HAFED shall be recoverable from the defaulting Service Provider from his security and pending bills, if any.
- (xxxii) The jurisdiction of court in case of any dispute in between the procuring entity and the service provider(s) will be at Panchkula, Haryana.
- (xxxiii) Any corrigendum and addendum will be displayed only on websites www.hafed.gov.in and www.etenders.hry.nic.in.

6. Area of operation

For the purpose of this tender, the State has been divided into following three zones and the zone will be allotted to the successful bidder solely by the Competent Authority of Hafed and any successful bidder shall have no right to claim allotment of work of any specific zone.

Name of Zone	Districts
Zone-A	Ambala (including Panchkula), Karnal, Kurukshetra, Jind
Zone-B	Fatehabad, Hisar, Kaithal, Yamunanagar, Bhiwani (including Ch. Dadri), Gurugram (including Nuh), Faridabad (including Palwal)
Zone-C	Panipat, Sonapat, Rohtak (including Jhajjar), Sirsa, Rewari, Narnaul

7. Selection Criteria

The tendering evaluation/selection shall be done on QCBS system giving weightage of 70% for Technical Evaluation based on resources capability/ skill expertise on work/ Assessment of previous experience in similar type of work, etc. and 30% for financial evaluation. The technical evaluation shall be done based on the following criteria:

- Each bidder shall be assigned marks, out of total of 100 marks, as per the criteria

specified below:

1. Number of years in operations/business	Max. 16 Marks
a) More than 3 years and upto 5 years	04 marks
b) More than 5 years and upto 7 years	08 marks
c) More than 7 years and upto 10 years	12 marks
d) More than 10 years	16 marks
2. Experience of working for Government Department/ PSU/ Corporation/ Federation in the last 3 years	Max. 12 Marks
a) Up to 3 Government Departments	04 marks
b) Up to 6 Government Departments	08 marks
c) More than 6 Government Departments	12 marks
3. Turnover of last financial year (2019-20)	Max. 16 Marks
a) Rs. 30 crores to Rs. 50 crores	04 marks
b) More than Rs. 50 crores and upto Rs. 80 crores	08 marks
c) More than Rs. 80 crores and upto Rs. 110 crores	12 marks
d) More than Rs. 110 crores	16 marks
4. Average Turnover for last three financial years	Max. 16 Marks
a) More than 25 crores and upto Rs. 50 crores	04 marks
b) More than 50 crores and upto Rs. 75 crores	08 marks
c) More than 75 crores and upto Rs. 100 crores	12 marks
d) More than Rs. 100 crores	16 marks
5. Average net profit (after tax) for the last 3 years	Max. 16 Marks
a) More than Rs. 1 crore and upto Rs. 1.5 crore	04 marks
b) More than Rs. 1.5 crore and upto Rs. 2 crore	08 marks
c) More than Rs. 2 crore and upto Rs. 2.5 crore	12 marks
d) More than Rs. 2.5 crore	16 marks
6. Number of manpower on rolls	Max. 12 Marks
a) More than 1000 and upto 2500	04 marks
b) More than 2500 and upto 4000	08 marks
c) More than 4000	12 marks
7. Solvency Certificate	Max. 12 Marks
a) Rs. 1 crore	04 marks
b) More than Rs. 1 crore and upto Rs. 5 crores	08 marks
c) More than Rs. 5 crores	12 marks

- ii) The bidders are required to submit all relevant documents in support of above criteria, in the absence of which marks will not be allotted in any case. In support of 'manpower on rolls', copy of any one month challan (during the year 2019-20) of EPF deposited by the bidder along with CRRN should be enclosed.
- iii) A bidder should mandatorily secure a minimum 70% (i.e. 70 marks out of total 100 marks) in Technical Evaluation in order to be a qualified bidder for being eligible for Technical weightage and subsequently for opening of financial bids.
- iv) The total marks obtained by a Bidder in the technical bid shall be allocated 70% of technical weightage and the financial bid shall be allocated 30% of financial weightage, and thereby making a total of 100% for the complete bidding.

- v) The financial evaluation shall be carried out and financial bids of all the bidders shall be given weightage out of 30%. The bidder with the lowest bid price (L-1) against Sr. No. 1 at Annexure-B shall be assigned full 30 marks (i.e. 30% x 100). The financial scores of the other bidders (i.e. L-2, L-3... and so on) shall be computed as under:

$$30 \times \text{Lowest Value (L-1 Price)} / \text{Quoted Value (L-2 or L-3.....)}$$
- vi) The bidder's rankings shall be arranged depending on the marks obtained by each of the bidders in the Technical Evaluation and Financial Evaluation together.
- vii) The Bidder meeting the minimum eligibility criteria and with the highest marks/rank (i.e. the total of technical evaluation marks and financial evaluation marks) shall be deemed as the successful Bidder and shall be considered eligible L-1 Bidder for further processing.
- viii) If the total marks obtained by two or more bidders, as per above criteria are same, then these parties shall be treated as L-1. However, if there are more than three L-1, then only top three bidders shall be empanelled in the order of merit prepared on the basis of aggregate turnover during the last three financial years i.e. 2017-18, 2018-19 and 2019-20 and/or aggregate net profits during these three financial years and/or any other criteria at the sole discretion of HAFED. It is further clarified that only those successful bidder shall be considered for empanelment who shall agreed to work on his own quoted rate or the rate quoted by the L-1 bidder whichever is less. In case there are only two successful bidders then the work can be distributed between the two successful bidders at the sole discretion of the Competent Authority of Hafed.

8. Period of Contract

The contract shall remain in force for a period of two years, which may be extended for maximum period of further one year on the same rates and terms conditions subject to satisfactory performance of the Service Provider.

9. Earnest Money Deposit (EMD)/Security

- i. Every bidder shall be required to deposit Rs. 2,00,000 (Two Lakh only) towards the Earnest Money Deposit (EMD).
- ii. The EMD of a bidder lying with HAFED in respect of other tender, if any, awaiting decision shall not be adjusted towards the bid security for this tender.
- iii. The EMD of unsuccessful bidders shall be returned/ refunded as soon as possible after final decision on bids and after the contract with the successful bidder(s) is signed and

performance security deposit is obtained, however, HAFED shall not be liable to pay any interest thereupon in any case.

- iv. The EMD of successful bidder/s will be converted into Security, on which no interest shall be paid by HAFED and which shall be retained by HAFED till the expiry of the contract period.
- v. The Security shall be refunded only after the successful execution of the contract. The security will be refunded on completion of internal audit of accounts for that period and if nothing is found due against the Service Provider/Agency.

10. Acceptance of the successful Bid and award of work

- (a) The procuring entity after considering the recommendations of the Committee shall accept or reject the Bids.
- (b) A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
- (c) As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder(s) by registered post or email and the bidder(s) will be asked to execute service agreement on a non-judicial stamp paper of requisite value and to deposit the amount of PSD within fifteen days from the date on which the Letter of Acceptance is dispatched to the bidder(s).

11. Procuring entity's right to accept or reject any or all Bids

HAFED reserves the right to accept or reject any bid without assigning any reason/ notice whatsoever and is not bound to accept the lowest bid. HAFED also reserves the right to annul (cancel) the bidding process and reject all Bids at any time prior to award of contract, without incurring any liability to the bidders.

12. Performance Security Deposit (PSD)

- i. Prior to execution of an agreement, the successful bidder shall be required to furnish performance security deposit (PSD) of Rs. 50,00,000/- (Fifty Lakh only) in favour of the Managing Director, The Haryana State Cooperative Supply & Marketing Federation Ltd. (HAFED) payable at par at Panchkula. The PSD shall be in the form of Bank Guarantee of a scheduled commercial bank as per **Annexure-E**.
- ii. The PSD shall remain valid for a period of three months beyond the date of completion of all contractual obligations of the bidder(s).
- iii. The PSD is required to be furnished within 15 days (inclusive of holidays) from the date of acceptance of the offer by HAFED.

- iv. The Bank Guarantee will be released after successful completion of the contract on production of “No Objection Certificate” from all the Hafed District Offices.
- v. The PSD, in full or part, may be forfeited, including interest, if any, in the following cases:-
 - a) When any of the terms and conditions of the tender document/agreement is breached.
 - b) When the bidder(s) fails to complete the work satisfactorily.
 - c) When the bidder(s) breaches any provision of the code of integrity prescribed in the tender document.
 - d) When financial loss is caused to HAFED due any act of omission/commission on the part of the successful bidder/Agency.
- vi. Notice will be given to the bidder(s) with reasonable time before the Bank Guarantee is invoked and PSD deposited is forfeited.

13. Execution of Agreement

- (a) The successful bidder(s) shall be required to execute a service agreement with HAFED as per the terms and conditions mentioned in this document.
- (b) HAFED shall have all the rights to impose further fresh terms and conditions or amend/delete any of the existing terms and conditions on the selected applicants and shall have full right to execute agreement as per the revised terms and conditions in the larger public interest.
- (c) The successful bidder(s) shall sign the service agreement within 10 days from the date of submission of Performance Security, on a non-judicial stamp paper of specified value at its cost and to be purchased from anywhere in Haryana only.
- (d) A contract shall come into force from the date of execution of the Agreement.
- (e) If the bidder(s), whose bid has been accepted, fails to sign the contract or fails to furnish the required PSD within the specified period, the procuring entity shall take action against the successful bidder as per the provisions of the tender document.

14. Forfeiture of EMD/Security

The earnest money deposit shall be liable to forfeiture, without giving any notice and without prejudice to any other right or remedies of the HAFED under the contract and law in the following cases:-

- i. if the Bidder after submitting his Bid resiles from his offer and/or modifies the terms and conditions thereof in any manner.
- ii. in the event of the Bidder’s failure after the acceptance of his Bid to furnish the requisite

security deposit by the due date.

- iii. in case the Bidder does not execute the necessary agreement within the specified period.
- iv. if the successful bidder fails to abide by the terms of the contract or does not complete the assignment as per the timelines.
- v. in case of any loss caused to Hafed due to acts of omission/commission by the successful bidder/Agency.

15. Code of Integrity for Bidders

The bidders shall observe and follow the code of integrity:-

A. Prohibiting:

- i) Any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
- ii) any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- iii) any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- iv) improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
- v) any financial or business transactions between the bidder and any officer or employee of the procuring entity;
- vi) any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- vii) any obstruction of any investigation or audit of a procurement process;

B. Disclosure of conflict of interest;

- a) Disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.
- b) Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including:
 - i) exclusion of the bidder from the procurement process;
 - ii) calling-off of pre-contract negotiations and forfeiture or encashment of bid security;
 - iii) forfeiture or encashment of any other security or bond relating to the procurement;
 - iv) recovery of payments made by the procuring entity along with interest thereon at

bank rate;

v) cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;

vi) debarment of the bidder from participation in future procurements.

16. Penalty

- i) If the fumigation is not successful, the Service Provider will be required to do the fumigation again at its own cost including the cost of fumigants otherwise the amount incurred by HAFED on re-fumigation shall be recovered by HAFED from the bills/ Security of the Service Provider.
- ii) Any deduction made by FCI and other agency due delay in fumigation/spray and/or due to deterioration of quality of food grains by any infestation due to delay/ unsuccessful fumigation, the same will be deducted from the bill of Service Provider.
- iii) In case the Service Provider fails to complete the work of fumigation/spray, as per the stipulated schedule, penalty @ Rs 0.20 per MT per day will be levied for the entire quantity of stocks remained untreated for the period for which the stocks remained untreated.
- iv) In any case, delay in completion of fumigation/spray more than a period of 15 days will not be accepted and HAFED shall be liable to get the work done from any other source at the risk and cost of the Service Provider.

17. Liquidated Damages

- (i) Hafed shall be open to recover from the Service Provider any damages caused to the HAFED due to any act of the Service Provider or his employees/manpower/workmen.
- (ii) In case of failure of Service provider to provide timely and successful Curative and Prophylactic treatment to the food grains resulting in damage/loss on account of insect/ pest formation/ atta formation/ down gradation of category/ stocks beyond FSSAI specifications, the Service Provider shall be liable to compensate such losses suffered by the HAFED, without prejudice to right of HAFED to initiate other legal proceedings. Loss to HAFED property if any, attributable to the Service Provider shall be recovered as per the valuation as per books of accounts of the HAFED.

18. TERMINATION

- a) HAFED can terminate the contract at any point of time by giving two month's written notice to the Service Provider without assigning any reason and without payment of any compensation thereof. However, HAFED shall give only one month's notice of termination of contract to the Service Provider when there is a default in compliance of

the terms and conditions of this tender or the Service Provider fails to comply with its statutory obligations.

- b) HAFED shall have the right to immediately terminate the contract if the Service Provider becomes insolvent, ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an arrangement for the benefits of creditors. The contract can also be terminated without giving any notice if it is found at a later stage that the Service Provider gave wrong information or submitted wrong affidavit at the time of e-tender.

19. HAFED's Decisions and Instructions

Except where otherwise specifically stated, the HAFED's decision shall be binding on the bidder. The bidder shall carry out all instructions of Hafed pertaining to the services and comply with the applicable laws.

20. Sub-Contracting

This is non-transferable contract. Subletting of the work or part of work is not allowed under any circumstances.

21. Fore-Closure

Hafed reserves the right to increase/decrease the work allotted to the Service Provider or to foreclose the contract without assigning any reason. In such case, the bidder will not be entitled to any compensation.

22. Arbitration

The disputes, if any, arising between the Service Provider and HAFED shall be resolved amicably, failing which it shall be referred to an Arbitrator, mutually acceptable to both parties, appointed by the Managing Director, HAFED, as per the relevant provisions under Arbitration and Conciliation Act, 1996 and his decision shall be binding on both the parties. The Civil Court shall have no jurisdiction in case of dispute between the parties.

QUALIFICATIONS OF TECHNICAL PERSON

I. **Qualification**

B.Sc. in Agriculture from a recognized University.

Or

B.Sc. with any of the following subject from a recognized University:

Botany / Zoology / Bio-Technology / Bio-Chemistry / Microbiology / Food Science.

Or

B. Tech / BE in Food Science/ Agricultural Engineering / Bio-Technology

Or

B.Sc / M.Sc in Chemistry

Or

P.G. Diploma / B.Sc/ M.Sc in Food technology

From a recognized University / An institution approved by AICTE

Or

Retired officers from FCI/any other procurement/ warehousing agency of any State/ GOI with the above qualification & having experience will be given preference.

II. **Experience**

Minimum two years' experience in inspection, sampling, analysis & preservation of food grains.

III. **Manpower Deployment Criteria**

- a) At least 17 Technical Persons/ Experts shall be deployed i.e. one each in 17 HAFED designated Districts (two in case of District Sirsa and one over two Districts Rewari and Narnaul) to supervise the fumigation and spray operations. The details about the name, qualification, etc. of the Technical Persons/Experts (along with proof of educational qualification and experience) will be duly submitted by the Agency with the District Manager, HAFED concerned beforehand.
- b) Minimum one labourer/man-day for 300 MT food grains for fumigation.
- c) Minimum one labourer/man-day for spray on 750 MT food grains after fumigation.
- d) Minimum one labourer/man-day for 5000 MT food grains or covered space or storage articles, wherever required.

SCHEDULE OF PROPHYLACTIC AND CURATIVE TREATMENTS

Curative Treatment of Stocks

The stocks should be fumigated with Aluminium Phosphide under Gas Proof covers in the month of March, June and September (need-based in the month of December or as and when pest/ infestation is noticed) between 10th day of the Month and the last day of the month as per following norms:-

Dosage: 3 tablets or 9 gms. per MT of stocks

Exposure period: 5-7 days

After fumigation is carried out, it should be noticed if there are any crawling insects on the top of stacks or on sides under gas proof cover, then it should be presumed that the fumigation operation has not been successful. The cause should be looked into and avoided for future operation & stocks should be fumigated again and after exposure period / after fumigation, the bags and the stacks should be cleaned and brushed thoroughly to remove ash and dead pest & stocks should be sprayed with Deltamethrine or with Malathion (in case of crawling infestation) to eliminate the chances of any living pest.

Prophylactic Treatment of Stocks

Name of Chemical	Concentration	Dilution	Dosage of prepared solution	Remarks
Malathion	50% E.C.	1:100	3Lts/100 sq. mts	To be sprayed for the stack surface, walls and alley ways once in 15 days (once in three weeks during November to February)
Deltamethrin	2.5% (W.P.)	40gm/Litre	3 Lts/100 sq.mts	To be sprayed on the surface of jute bags of stored food grains once in three months within 48 hours of fumigation with Al. Phosphide. Spray of Deltamethrin is must in December irrespective of treatment with ALP.

In addition to above, any other spray with any other Chemical like Chloropyriphos, etc. or fumigation with any other fumigant as per requirement and as per norms of HAFED/ State Govt/ Govt. of India is also required to be carried out.

Requirement of labour and activities to be performed during Curative Treatment (Fumigation of Stocks) and Prophylactic Treatment (Spraying of Chemicals on Stocks)

S. No.	Name of the Work	Requirement of Labour and Nature of Work
1.	Curative Measure (Fumigation)	Minimum one labourer/man-day for 300 MT food grains. The operations will include the following: • Shifting of cover / unpacking. • To affix adhesive tapes wherever holes are found on the cover. • Prepare mud plaster for plastering/sand snakes, if required. • Opening of ropes/nets & de-covering of stacks. • Folding of covers and nets at the top of stacks. • Cleaning/brushing of the stacks before fumigation. • Placing of ALP tablets into the stacks as per schedule. • Mounting of cover, Air Tightening with mud plaster / sand snakes / adhesive tapes etc. • Degassing • Dis-Mounting the cover from the stack and packing/ shifting of covers. • Cleaning and brushing of stacks to remove ash • Removal of mud plaster/Sand Snakes and cleaning of alleyways • Re-covering of stacks, tying of ropes after completion of fumigation operations in case of CAP storage.
2.	Prophylactic Measure (Spray of Chemicals)	Minimum one labourer/man-day for spray on 750 MT food grains. The operations are required to be performed after fumigation (as per Sr. No. 1) and will include the following: • Opening of ropes/nets & de-covering of stacks. • Folding of covers and nets at the top of stacks. • Preparation of solution of Malathion / Deltamethrin or any other Chemical as per doses. • Spray operation • Covering of stacks, spreading of nets/tying of ropes after completion of spray operation.
3.	Any other spray, wherever required	Minimum one labourer/man-day for 5000 MT food grains or covered space or storage articles • Preparation of solution of Malathion or any other chemical like Chloropyriphos, etc. as per dose • Spray operation • Any other operations that may be required

Note: The above operations are to be carried out under the supervision of a Technical person, who is properly trained/ expert in the field and also under the supervision of HAFED's officer/official.

FORMAT OF TECHNICAL BID

Sr. No.	Particulars	
	Name of Service Provider	
	Complete Address	
	Email ID	
	Website, if any	
	Phone Nos./Mobile No.	
	<u>Contact Person</u> Name Designation Phone No./Mobile No E-mail address	
1	Details of EMD (Rs.2,00,000/-)	RTGS No. Date: Amount: Bank:
2	Details of cost of Tender document (Rs. 5000/-)	RTGS No. Date: Amount: Bank:
3	Pan Card No. (Enclose copy)	
4	Firm/Company's Registration Certificate (Enclose copy)	No. Date: Registering Authority:
5	Good & Services Tax Registration (Enclose copy)	No. Date:
6	EPF Registration (Enclose copy)	No. Date: Registering Authority:
7	ESI (Enclose copy)	No. Date: Registering Authority:
8	Valid Labour License (s) for deployment of manpower of at least 1000 Nos. (Enclose copy)	No. Date: Registering Authority:
9	Undertaking as per Annexure-C (Please tick)	Enclosed / Not enclosed

10	Affidavit of Non-blacklisting as per Annexure-D (Please tick)	Enclosed/ Not enclosed
11	CA Audited Balance Sheet/ P&L Statement for last 3 F/Years i.e. 2017-18, 2018-19 and 2019-20 (Please tick)	Enclosed/ Not enclosed
12	Solvency Certificate of not less than Rs. 1 crore from any commercial Bank (Please tick)	Enclosed/ Not enclosed
13	Proof of Experience of Working with Government Departments/PSU/ Corporation/ Federation	Enclosed/ Not enclosed
14	Certificate regarding submission of EPF, ESI, Labor welfare fund & Service Tax Return for last three years certified by a Chartered Accountant (Please tick)	Enclosed/ Not enclosed
15	Income Tax Return: Proof of payment of Income Tax for the last 3 years - Income Tax Returns (Please tick)	Enclosed/ Not enclosed
16	Copy of Tender Documents duly signed at each page (Please tick)	Yes / No
17	Whether all the enclosures have been self-attested by the bidder? (Please tick)	Yes / No

I/we hereby state that:-

1. I/we have read all the schedules, appendices, annexures to the tender document, terms & conditions carefully.
2. This technical bid contains page No.____ to _____. I/ we have signed each & every page.
3. I/ we hereby verify that all the details and documents given above and attached with this technical bid are true to the best of my/our knowledge and belief. If any, discrepancy is found at a later stage or if any information/ document submitted is found to be incorrect/ false, our Bid is bound to be rejected and we will be liable for any action as a result thereof. I/ we understand that the above technical qualifications are minimum and will have to be fulfilled by me/ us to be eligible to participate in the price bid.
4. I/we hereby agree to abide by all the terms & conditions laid down in the e-tender document.

Signatures:

Seal/ Stamp :

Full Name of the authorized signatory :

Designation of the signatory :

Contact No. of signatory :

E-Mail ID of signatory :

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

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

Sr. No.	Descriptions	Rate in Rs. per MT excluding taxes, if any
1.	Service Charges for fumigation along with spray on quarterly basis (i.e. work to be performed as defined at Sr. No. 1 & 2 at Annexure ‘Z’)	Figures (in Rs.) Words (Rupees)
2.	Service Charges for spray (other than quarterly fumigation & spray) wherever required (i.e. work to be performed as defined at Sr. No. 3 at Annexure ‘Z’)	Figures (in Rs.) Words (Rupees)

1. We agree to provide all Services as per all the terms and conditions of this Tender.
2. The Service Provider should quote the rate of service charges both in figures and words. Cuttings/ alterations are not allowed.
3. Applicable Taxes shall be paid as per law.
4. The L-1 bidder will be decided on the basis of Financial Bid/Rates quoted against Sr. No. 1 only.
5. The rates for Service Charges for Sr. No. 2 will be considered for the bidder who has quoted minimum and the L-1 bidder/firm will have to agree to the same.

Signatures :

Seal/ Stamp :

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

Designation of the signatory :.....

Contact No. of signatory :.....

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

UNDERTAKING

I/We (Name) Director/ Partner (Strike out which is not applicable) of
(Name of Company/Firm/Agency/Cooperative Society) do hereby solemnly affirm, declare and undertake that:-

- (a) I undertake to furnish a valid Labour License not less than the numbers of persons mentioned in the terms and conditions of the tender for the execution of this service contract duly issued by the competent authority of the concerned Govt. from where the working experience certificate(s) have been furnished alongwith the tender(s).
- (b) I undertake that I shall obtain all Registration(s)/Permission(s)/License(s) etc. which are/may be required under any Labour Law or other Legislation(s) for providing the services under this Agreement.
- (c) It is my responsibly to ensure the compliance of all the Central and State Government Rules and Regulations with regard to the provisions of the services under this Agreement. I indemnify and shall always keep Department indemnified against all losses, damages, claims, actions taken against Department by any authority/office in this regard.
- (d) I undertake to comply with the applicable provisions of all welfare legislation and more particularly with the Contract Labour (Regulations and Abolition) Act, 1970, for carrying out the purpose of this Agreement. I shall further observe and comply with all the Government laws concerning employment of 1 alone be responsible to make monthly wages/ salaries and other statutory dues like Employees Provident Fund, Employees State Insurance, Employees Deposit Link Insurance, Bonus, Gratuity, Maternity etc. etc. to my/our employees, which in any case shall not be less than the Minimum wages as fixed or prescribed by the Minimum Wages Act, 1948 (Act XI of 1948), Contract Labour (Regulation & Abolition) Rules, 1970, and rules framed by there under for the category of persons employed by me from time to time or by the Central or State Government and/or any authority constituted by or under any law shall duly pay all sums of money to such staff as may be required to be paid under such laws. It is expressly understood that I am fully responsible to ascertain and understand the applicability of Various Acts, and take necessary action to comply with the requirements of laws.

(SIGNATURE)

AFFIDAVIT

(To be furnished on non-judicial stamp paper of Rs. 15/- duly notarized/attested by the Executive Magistrate)

I son/daughter/wife of Sh.
owner of Company/Firm/Agency/Cooperative Society
do hereby solemnly affirm, declare and undertake that:-

1. That I shall abide by all the provisions of Minimum Wages Act and shall ensure the compliance thereof invariably.
2. That I shall abide by all the provisions of EPF Act, Contract Labour Act 1970, and shall provide all the benefits i.e. Bonus, ESI, EDLI Gratuity etc to all workers engaged by me to discharge contractual obligation and outsourcing policy of the State Govt. Issued from time to time.
3. That the decision of The Managing Director, The Haryana State Cooperative Supply and Marketing Federation Limited (Hafed), Haryana, Panchkula or his authorized representative with reference to the Labour Welfare or Labour dispute shall be binding upon me and shall ensure the compliance of such decision in letter and spirit.
4. That I shall abide by all the provisions of all other Acts/Laws/Rules as are applicable in the services involved.
5. That I understand that I have to provide quality services during the whole term of contract by providing well-disciplined staff as per requirement.
6. I (Name)Director/Partner (Strike out which is not applicable) of (Name of Company/Firm/Agency/Cooperative Society) do hereby solemnly affirm and declare that the individual/firm/companies are not black listed/prosecuted by any Central/ State governments/ Union Territories/ Departments/ Offices/Statutory Bodies/ Autonomous Organizations/ Research Institutions/ any court of law or any partner or share holder thereof not directly or indirectly connected with or has any subsisting interest in business of my/our firm.

DEPONENT

Place:

Dated:

VERIFICATION

Verified that contents of above affidavit are true and correct to the best of my knowledge and belief. No part of it is false and nothing has been kept concealed there from.

Place:

DEPONENT

Dated:

**PERFORMANCE SECURITY DEPOSIT (PSD) IN THE FORM OF BANK
GUARANTEE**

(To be stamped in accordance with Stamp Act and on a Stamp Paper purchased from Haryana State only and to be issued by a Scheduled Commercial bank having its branch at Panchkula and payable at par at Panchkula, Haryana)

To

The Managing Director,
The Haryana State Cooperative Supply and Marketing Federation Limited (Hafed),
Sector-5, Panchkula (Haryana).

1. In consideration of the Haryana State Cooperative Supply and Marketing Federation Limited (HAFED), which expression shall, unless repugnant to the context or meaning, thereof include its successors, representatives and assignees, having awarded in favour of M/s..... having registered office at..... hereinafter referred to as the Service Provider, which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, representatives and assignees, a Contract, and the same having been unequivocally accepted by the Service Provider and the Service Provider having agreed to provide a Performance Security Deposit in the form of Bank Guarantee for the faithful performance of the entire “Contract” to the HAFED amounting to Rupees
..... (in words) as Performance Security Deposit in the form of Bank Guarantee.
2. We.....(indicate the name of Bank), do hereby undertake to pay Rs (Rupees only), the amount due and payable under this guarantee without any demur or delay, merely on a demand from the HAFED. Any such demand made on the bank by the HAFED shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the HAFED and We
(indicate the name of Bank), bound ourselves with all directions given by HAFED regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees only).
3. We.....(indicate the name of Bank), undertake to pay to the HAFED any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.
4. We (indicate the name of Bank) further agree that the performance guarantee herein contained shall remain in full force and

effective up to <DATE> and that it shall continue to be enforceable for above specified period till all the dues of HAFED under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the HAFED certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We (indicate the name of Bank) further agree with the HAFED that the HAFED shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the HAFED against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to 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(s) or for any forbearance, act or omission on the part of the HAFED or any indulgence by the HAFED to the said Contractor(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.
6. The liability of us (indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We (indicate the name of Bank), lastly undertake not to revoke this guarantee except with the prior consent of the HAFED in writing.
8. This performance Guarantee shall remain valid and in, full effect, until it is decided to be discharged by the HAFED. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.....
(Rupeesonly).
9. It shall not be necessary for the HAFED to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the HAFED may have obtained or obtain from the contractor.
10. We (indicate the name of Bank) verify that we have a branch at Panchkula. We undertake that this Bank Guarantee shall be payable at any of its Branch in Haryana. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.
11. We hereby confirm that we have the power(s) to issue this guarantee in your favor under the memorandum and articles of Association/constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power(s) and has/have full power(s) to execute this guarantee for the power of attorney issued by the bank.

Dated this day of, 2020 For and on behalf of the <Bank> (indicate the name of Bank)

Signature

(Name &, Designation)

Bank's Seal

Name & address of Bank:

Name of contact person of Bank:

Contact number:

The above performance Guarantee is accepted by the HAFED

For and on behalf of the HAFED

Signature:

(Name & Designation)

.....

* * *

GUIDELINES FOR SUBMISSION OF BANK GUARANTEE

Bank Guarantee shall be executed on non-judicial Stamp Paper of applicable value in favour of The Haryana State Cooperative Society & Marketing Federation Limited (HAFED), Panchkula purchased from Haryana State. The Bank Guarantee shall be executed by a Scheduled commercial Bank having branch at Panchkula and payable at par at Panchkula, Haryana only. The instructions are as under:

1. Non-Judicial Stamp Paper shall be used within 6 months from the date of Purchase of the same, Bank Guarantee executed on the non-judicial stamp paper after 6 (six) months of the purchase of such stamp Paper shall be treated as non-valid.
2. The contents of Bank Guarantee shall be strictly as per format prescribed by HAFED.
3. Each page of Bank Guarantee shall bear signature and seal of the Bank and BANK Guarantee number.
4. All corrections, deletions etc., in the Bank Guarantee should be authenticated by signature of Bank Officer/Official signing the Bank Guarantee.