



SINCE 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

Notice Inviting E-tenders for Engagement of Security Agencies/ Manpower Service Providing Agencies for providing round-the-clock watch and ward/ Security services and other manpower services in HAFED

The Haryana State Cooperative Supply and Marketing Federation Limited, (HAFED) invites E-tenders for engagement of Security Agencies/ Manpower Service Providing Agencies for providing round-the-clock watch and ward/ security services and other manpower/services at its various Godowns, Office Premises, Processing Units, etc including its Corporate Office.

Interested Agencies having good track record and fulfilling the eligibility criteria laid down in the tender document may submit their technical and financial bids along with all supporting documents online. The tender document containing details of scope of work, eligibility criteria, and other terms and conditions is available on e-tendering portal of Haryana Government (<https://etenders.hry.nic.in>) and on Website of HAFED (<https://hafed.gov.in>). The period of downloading of tender document & bid submission starts from **29.01.2021 at 05.00 PM to 12.02.2021 upto 10:00 A.M.** through e-Tender portal as mentioned above. The technical bids will be opened on **12.02.2021 at 11:00 AM** at Hafed Corporate Office, Sector-5, Panchkula and the financial bids will be opened on **18.02.2021 at 11:00 AM** in the presence of the tenderers or their authorized 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. Request for Pre-Qualification/Technical Bid (online Bid under PQQ/ 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 fees	Start Date & Time of Bid Preparation & Submission	Expiry Date & Time of Bid Preparation & Submission
1.	Empanelment of Security Agencies and Manpower Service Providing Agencies	Rs. 5,00,000/-	Rs. 5000 + Rs. 1000 = Rs. 6000/-	29.01.2021 at 05:00 PM	12.02.2021 at 10:00 A.M.

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 Applicant will be first 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 Applicants whose PQQ/ Technical Applications are responsive to eligibility and qualifications requirements as per Tender document.

- 1. The payment for Tender Document Fee and e-Service Fee shall be made by eligible bidders/contractors 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://haryanaeprocurement.gov.in> to be eligible to participate in the e-Tender. Service Provider will be required to make online payment of Rs. 5,00,000/- 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/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 will be able to successfully verify their payment online and thereafter 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.5000/- (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 document fee/ e-Service fee can be made by eligible bidders online directly through Debit Cards & Internet Banking.
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 respect events. And make payment via RTGS/ NEFT to the beneficiary account number specified under the online generated challan.

IMPORTANT NOTE

- 1) The 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 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 - <http://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](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 (bid) mandatorily be submitted online following the instruction appearing on the screen.
- (ii) Scan copy of Documents 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.

8. ASSISTANCE TO THE BIDDERS

<p>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 shiel 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. <u>Tel :- 0120-4200462,0120-4001002</u></p>

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 tender 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 5:30pm) (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 & 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 systems. The e-engendering 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 time stamps.
- (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 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 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 if \leq Rs. 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 send 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 click 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.

The Haryana State Cooperative Supply and Marketing Federation Limited, (HAFED) invites E-tenders for engagement of Security Agencies/ Manpower Service Providing Agencies for providing round-the-clock watch and ward/ security services and other manpower/services at its various Godowns, Office Premises, Processing Units, etc including its Corporate Office as per the following terms & conditions :

1. Eligibility Criteria

- i. The Consortium/ Joint Venture of two bidders is also allowed. However, the Consortium/ Joint Venture, will have to nominate one of the members as Lead Member and that member of the Consortium/ Joint Venture, will be accountable for all intents and purposes of the tender and should be responsible for overall management and delivery of the project services. The 2nd member of the Consortium/ Joint Venture must also be in the same business of Security Agency/ providing manpower services.
- ii. The Lead Member will act on the behalf of Consortium/ Joint Venture in exercising all the rights and obligations towards the client under this assignment, including without limitations to the receiving of instructions and payment of the client. Though, lead member shall be responsible for the overall management, delivery of the project services, all the members of Consortium/ Joint venture shall be jointly and severally responsible for delivery of services in relation to the assignment.
- iii. A proposal submitted by a Consortium / Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorised representatives who has a written Power of Attorney signed by each member's authorised representatives.
- iv) If the proposal is submitted by a Consortium / Joint Venture, their shall be a agreement specific for this contract between the Constituent Firms/Members, indicating clearly, amongst other things, the proposed distribution of responsibilities both financial as well as technical for execution of the contract

amongst them. A copy of the agreement entered into by the Joint Venture Members shall be submitted along with the Technical Bid.

- v) In case of Joint Venture, a Power of Attorney for the authorized representatives of each JV Member, and a Power of Attorney for the representative of lead member to represent all JV Members shall be submitted along with the proposal.
- vi) The Lead Member must individually qualify the Qualifying /eligibility Criteria as given below :

The Qualifying /eligibility Criteria will be as under :

S.No.	Qualifying /eligibility Criteria	Applicability on Consortium/ Joint Venture
1.	The Firm /Agency/Company/Cooperative Society registered under Central Act/ Act of Haryana/Companies Act, 2013 or Indian Partnership Act. 1932.	Must for both the members of Consortium /Joint Venture
2.	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.	Must for both the members of Consortium /Joint Venture
3.	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-	Must for Lead Member. However, the 2 nd member of

	<p>18, 2018-19 and 2019-20.</p> <p>(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 and net profit after tax) for the year 2019-20 duly certified by a Chartered Accountant must be attached.</p>	<p>Consortium / JV, must have turnover of Rs.15 Crores in the last financial year 2019-2020.</p>
4.	<p>The bidder must have completed at least 3 consecutive years in the business of providing such services/ manpower as on December 31, 2020.</p>	<p>Must for the Lead Member. However, the 2nd member of Consortium / JV, must have completed at-least one year in business of providing such services/ manpower as on December 2020.</p>
5.	<p>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 Notarized</p>	<p>Must for the Lead Member.</p>

	Stamp or completion certificate or TDS Certificate, clearly showing the amount of work completed/executed during last three financial years.	
6.	Valid license for supplying/deployment of minimum 800 persons.	Must for the Lead Member. However, the 2 nd member of Consortium / JV, must have valid licence for supplying/ deployment of minimum 400 persons.
7.	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.	Must for the Lead Member.
8.	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.	Must for both the members of Consortium /Joint Venture
9	The Tenderer should be registered with the Police Department of Haryana under the Private Security Agencies (Regulation) Act, 2005 notified in Haryana on 31.08.2009. Copy of registration indicating the number and date of registration and registration to	Must for the Lead Member.

	operate in entire state of Haryana, duly self-attested, must be submitted with the offer failing which the offer will be summarily rejected.	
--	----------------------------------------------------------------------------------------------------------------------------------------------	--

**** All the above mentioned required registrations / licences must be valid on the date of publication of this tender and in case any of registrations/licence is under renewal, the same must be completed before the award of the contract.**

NOTE :

The following Startup companies will also be eligible and the above mentioned eligibility criteria of Experience, Turnover, Profit etc. will not be applicable on the eligible Startup companies :

- a) The company should be registered with the Registrar of Companies.
- b) The company should be registered as a startup with a Govt. of India / State Govt. to provide services.
- c) The company should be registered as startup before 01 Jan. 2021.
- d) Companies registered in Haryana will be given preference.

The Qualifying /eligibility Criteria except as at Sr. No. 8 and 9 in the above table will not be applicable on the above mentioned startup companies. However, such startup company will have to complete all the required statutory registrations before award of the contract.

2. Period of Contract

The contract shall remain in force for a period of One year, which may be extended for maximum period of further one year on the same rates and terms conditions subject to satisfactory performance of the Security Agency/ Service Provider. The performance of Service Provider will be reviewed after every 6 months and if the

performance of any Service Provider is found unsatisfactory, the contract with the Service Provider will not be extended further and will be liable to be terminated.

3. Technical Evaluation and Selection Criteria

The technical evaluation shall be done based on the following criteria :

- i) 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	Applicability in case of Consortium/ Joint Venture
a) More than 3 years and upto 5 years	04 marks	Member having more experience will be considered
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. 16 Marks	Member having more experience will be considered
a) Up to 3 Departments/ Agencies	04 marks	
b) Up to 5 Departments/ Agencies	08 marks	
c) Up to 10 Departments/ Agencies	12 marks	
d) More than 10 Departments/ Agencies	16 marks	
3. Average Turnover for last three financial years	Max. 16 Marks	Total of both the members will be considered
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	
4. Average net profit (after tax) for the last 3 years	Max. 16 Marks	Total of both the members will be considered
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	
5. Number of manpower on rolls	Max. 20 Marks	Total of both the members will be considered
a) More than 800 and upto 1000	05 marks	
b) More than 1000 and upto 2000	10 marks	
c) More than 2000 and upto 3000	15 marks	
c) More than 3000	20 marks	
6. Solvency Certificate	Max. 16 Marks	Total of both the members will be considered
a) Rs. 1 crore	04 marks	
b) More than Rs. 1 crore and upto Rs. 3 crores	08 marks	
c) More than Rs. 2 crore and upto Rs. 5 crores	12 marks	
c) More than Rs. 5 crores	16 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 80% (i.e. 80 marks out of total 100 marks) in Technical Evaluation in order to be a qualified bidder for being eligible for opening of financial bids i.e. the financial bids of only those bidders will be opened which will be scoring minimum 80 marks in the technical Evaluation.
- iv) The Bidder quoting the lowest financial bid shall be considered as L-1 Bidder for further processing.
- v) In case more than one technical qualified bidders quote the same lowest bid, then all these parties shall be treated as L-1. However, if there are more than four L-1 bidders, then only top four bidders i.e. the top four bidders having maximum technical score, shall be empanelled. It is further clarified that only those successful bidders

shall be considered for engagement who shall agree to work on his own quoted rate or the rate quoted by the L-1 bidder whichever is less. **In case of tie of L1 bidders on the basis of technical score, the merit shall be decided on the basis of the technical score of the sum total of three parameters i.e. i. Experience, ii. Net Profit and iii. Number of manpower on rolls.**

- vi. Negotiations will be done as per Haryana Government Guidelines. 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.
- vii. In case, no startup company is selected by HAFED, then top Five bidders will be selected by HAFED instead of Four. **However, in case less than 4/5 bidders are found eligible, then lesser no. of bidders may be selected and work will be allocated between them on the sole discretion of HAFED.**

4. Area of Operation and Allocation of work.

- i. Merely Empanelment of the agencies will not guarantee allocation of work to the agencies and it will be the sole discretion of HAFED whether to allocate any work to the empanelled agency or not.
- ii. However, the total area of operations will be divided into FIVE ZONES. Out of the Five Zones, one Zone having approx. 20 % of volume will be reserved for the eligible and interested startup company. However, the work will be allocated to only that startup company which will apply in the tender and will be willing to work on L-1 rates. In case, more than one eligible startup companies are interested, then work will be allocated to the startup company having more Turnover and relevant Experience.

- iii. Preferably, one Zone will be allocated to one Security Agency/ Service Provider, however, any successful bidder shall have no right to claim allotment of work of any specific zone and allocation of Zones may be changed at any time by HAFED without assigning any reason.

5. Earnest Money Deposit (EMD)/ Security

- i. Every bidder shall be required to deposit Rs. 5,00,000 (Five 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 may 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.

6. Acceptance of the successful Bid and award of work

- (i) The competent authority after considering the recommendations of the Committee shall accept or reject the Bids.
- (ii) A Bid shall be treated as successful only after the competent authority has approved.
- (iii) 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 Performance Security Deposit (PSD) within fifteen days from the date on which the Letter of Acceptance is dispatched to the bidder(s).

7. 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.

8. 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. 30,00,000/- (Thirty Lakh only) in favour of 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 six 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 concerned offices of Hafed as well as EPF/ ESI/ Service Tax department.
- 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.

9. Execution of Agreement

- (i) The successful bidder(s) shall be required to execute a service agreement with HAFED as per the terms and conditions mentioned in this document.
- (ii) 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.
- (iii) 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.
- (iv) A contract shall come into force from the date of execution of the Agreement.
- (v) 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.

10. 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.
- vi. 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 fulfillment 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.

11. Code of Integrity for Bidders

The bidders shall observe and follow the code of integrity :

I. Prohibiting :

- a) 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;
- b) Any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- c) Any collusion, bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- d) 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;
- e) Any financial or business transactions between the bidder and any officer or employee of the procuring entity;
- f) 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;
- g) Any obstruction of any investigation or audit of a procurement process;

II) 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.

12. 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.

13. 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.

14. Sub-Contracting

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

15. 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.

16. Liquidated Damages

- i. That the Service Provider shall report promptly in case of any theft, burglary/decoity or pilferage that takes place or any attempt made to the effect, to the Field Officer/Incharge of the concerned storage point, Head of t the office etc. Failing supply of such information, the Service Provider shall be

liable for all losses of Hafed stocks, stock articles, property & other material along with interest thereon on account of theft or pilferage, expenses suffered or incurred by the Hafed due to the negligence and un-workman like performance of any of his staff under this contract or breach of any terms thereof or damages losses occurred to the Hafed or in particular to any property or plant etc. belonging to the Hafed due to the negligent act of the Service Provider themselves or their employees/staff.

- ii. 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.

17. Payment :

- i. The Service Provider shall submit bills along with verified muster roll having proof of payment of wages to its employees by the scheduled date i.e. upto 7th of each month to enable HAFED to process the same, actual re-imburement (i.e. 88% of wages and relieving charges) of the bill so submitted will be released by HAFED immediately, remaining payment of statutory charges and service charges will be released after submission of copy of challan of EPF/ ESI/ Service Tax etc.(CRRN). The copy of challan will consist of the details of Security Guards i.e. name, father's name, address, EPF No. and amount deposited in his account. If the Service Provider fails to submit this full bill within 7 days of its becoming due, then the Service Provider will be warned at the first instance. If the same thing is repeated in the next month, then Hafed will initiate action for termination of the contract.
- ii. The Service Provider shall submit the proof of deposit of EPF in the account of each security guard/aeration worker every month, failing which District Manager shall be authorized to withheld the service charges and Hafed may proceed to cancel the service contract of the Service Provider.
- iii. The Service Provider shall pay wages as per DC rates prescribed in

concerned district or Labour Commissioner Rates whichever is higher to the Security Guards/ persons deployed by it during the period of Contract. Gun allowance as per DC rates/Labour Commissioner rates applicable in the district concerned will be paid wherever services of Gunmen are required by Hafed through prior written requisition by the District Manager Hafed or In- charge of the Processing Unit of Hafed or Head of office concerned. The Agency is bound to pay the minimum wages as fixed/revised by the concerned Govt. Authority from time to time. The responsibility for any penal action arising out of violation of the Statutory Provisions shall solely lie with Service Provider and Hafed shall not be responsible for any penalty/legal liability in this respect.

- iv. The Service Provider will be paid service charges as per rates finalized against this Tender. The offers of such bidders, who quote service charges of 2% or less than 2% in the financial bid, will be rejected. The tenderer must quote service charges in percentage upto two decimal places only. The Financial bids where service charges are quoted by the tenderers in more than two decimal places will not be considered and rejected.
- v. The security guards provided by the Agency shall be paid minimum wages, Provident Fund & ESI services or any other charges/ services as applicable under the Law. The Service Provider shall deploy its employees in such a way that they get weekly rest as required under various Labour and other relevant Laws.
- vi. 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.

18. Penalty :

The Service Provider shall provide to each Security Guard Uniform consisting of two trousers, two shirts, cap or turban, as the case may be, one woolen jersey (in winter) a pair of shoes, line yard with whistle, beret belt, badge and name plate. Agency shall also keep 5 rain coats, woolen over coats (Brandy) for use by the Security Guards for patrolling duty during rains/winter season. It is the responsibility of the Service Provider to provide the uniform to its security guards/personnel and expenditure on this account shall be borne by the Service Provider. The wearing of uniforms while on duty shall be compulsory. The Service Provider shall provide whistle, lathi and torch to the security guards. If any person, while on duty, is found without uniform, penalty shall be charged @ Rs. 300/- per person per day for each lapse and the amount of penalty will be recovered from the monthly bill of the Service Provider. In case(s) of repeated defaults however, HAFED may increase the amount of penalty or terminate the services of the Agency, as deemed fit in its sole discretion.

19. Group Insurance Policy :

A Group Insurance Policy for Security Guards/ other persons deployed in the District/ Processing Unit/ office of Hafed, where there is no ESI facility, will be obtained by the Service Provider and the Insurance Cover will be taken by the concerned Service Provider and the amount will be reimbursed by HAFED in lieu of savings on ESI account.

20. Indemnification :

- (i) The Service Provider shall keep the property of Hafed indemnified through a Fidelity Bond of Rs. 5000/- (Rs. Five thousand only) issued by a nationalized General Insurance Company against any loss by way of theft, fire, riots, mishandling, acts of omission, commission, negligence or otherwise and the claims whatsoever by persons deployed by the Service Provider for the execution of the agreement, which should be furnished within 15 days (inclusive holidays) from date of empanelment. In case any employee of the Service Provider so deployed enters into dispute/litigation of any nature whatsoever, it shall be the sole responsibility of the Service Provider to contest/ defend the same case, the entire cost on this account shall be borne by the Service Provider itself and it shall ensure that no financial or other legal liability of any nature comes on Hafed in this respect.
- (ii) 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.
- (iii) 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.

- (iv) If any worker of the Service Provider files a complaint against the Service Provider with regard to the non-payment of wages, benefits of 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.
- (v) 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.

21. 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.

22. Other General Terms and Conditions

- i. All the instructions contained in the Tender document are important and required to be complied with.

- ii. The tender shall remain valid and open for acceptance for a period of 90 days from the last date of opening of financial bids
- iii. It will be the responsibility of the Service Provider to follow/ comply with all legal provisions under relevant labour laws and enactments. Service Provider shall also be responsible for compliance of all legal provisions connected with employment of Security Guards.
- iv. The Service Provider will ensure that each person so deployed is covered under the ESI Scheme, wherever applicable and ESI card is issued to them so that he/she can avail the benefits of this account. It should be ensured that UAN is got issued to every person so deployed and their details like UAN, Mobile No., Bank Account No. & Addhar Card No. are made available to the Principal Employer alongwith the details of wages paid, EPF deposited (both employer's & employee's share), so that Principal Employer may verify the details of the amount having been deposited through UAN No. before its payment is released to the Service Provider. The Service Provider will make payment through RTGS into the bank accounts of its employees.
- v. The Security Guards to be provided by the Service Provider should be of minimum age of 18 years and maximum age of 58 years.
- vi. The Security Guards to be deployed should be physically and mentally fit, of sound health with minimum height of 5'5".
- vii. Persons to be deployed as security Guards should have passed Matriculation Examination and those to be deployed as Aeration/ Dusting operators should have passed 8th Standard Examination from any recognized School Education Board/ Educational Institution. The Service Provider shall impart proper training to the security guards by issuing training certificate before deploying them to provide services in Hafed.

- viii. The Service Provider shall ensure that there is no shortage of manpower at anytime during the contract in force and Guards do not have to work over time.
- ix. The Security Guards to be provided by the Service Provider will be screened before their deployment by the Head of the concerned HAFED Office in association with the Service Provider concerned. Service Provider must get the police verification of each and every Security Guard/person done before their deployment in HAFED. The Service Provider shall not engage any security guard/personnel without verifying their character and other antecedents. The security guards/personnel convicted by the Court or un-trained to perform the job, shall not be engaged. If any employee thus deployed by the Service Provider is found defaulter and any loss is caused to Hafed, recovery of the same shall be effected from the Service Provider.
- x. The security guards/ personnel so deputed shall wear the Identity Card issued to them by the concerned Service Provider. Name of the person so deputed shall also be displayed on the chest of the person all the time. It is emphasized that no person shall be deputed by the agency without proper Identity Card and the name tag.
- xi. The Service Provider is required to provide manpower as per norms of Hafed and accordingly shall submit a comprehensive plan of operation/ deployment of Security personnel in each district shall be submitted by the Service Provider to the concerned District Manager in advance.
- xii. The Service Provider shall obtain required license under the Contract Labour (Regulation and Abolition) Act, 1970 and submit a self attested copy of the same to HAFED.
- xiii. Service Tax/ other applicable taxes if any, shall be deposited by the Service Provider in time regularly as applicable under the law.

- xiv. A Service Agreement will be executed with the successful engaged Service Provider as per draft proforma given at Annexure 'G'. The notice inviting tender, all the schedules, appendices and annexures to the tender document and terms and conditions enumerated therein are to be read and construed as a part of this tender and shall be binding on the tenderer.

- xv. The Service Provider will maintain two separate certified registers for inward and outward movement of the goods giving details as per specified columns of the registers. No stocks of food grains and stock articles will either removed out or entered into the premises of the storage points without proper gate pass, cart slip duly signed by the Store Keeper/Incharge of the storage point. Another register shall be maintained for entering the names of the persons, date, time and reasons for opening and closing of the godowns with the premises of the storage point. The register shall be signed jointly by the Service Provider and Hafed officials authorized for the purpose. The list of such authorized officials will be provided by the concerned Head of the office.

- xvi. The Tender of any Service Provider, who has not complied with one or more of the condition prescribed in the Terms & Conditions/minimum of technical parameter, will be summarily rejected.

- xvii. Wages of the Security Guards/Aeration workers will be paid on the basis of their presence through biometric machines. However, till the biometric machines are not installed at a particular location, manual attendance will be acceptable only at the location where such biometric machines are not installed till the time these are installed.

- xviii. Service Provider will provide Aadhar based and mobile linked Universal account number (UAN) to its employees, so that he/she can know the position of deposit of EPF in his/her account, can transfer EPF in case of joining in other department.

- xix. Service Provider will submit bill duly supported by valid registration certificate, labour licence, Name of Employee, Aadhar No., UAN No., Wages, Amount of EPF, Employer's Share(Family Pension fund etc.), amount payable to employee.
- xx. Documents of concerned Service Provider will be got confirmed from the concerned department, if found fake, empanelment will be terminated.
- xxi. Conditional tenders will be summarily rejected.
- xxii. HAFED reserves the right to accept or reject any or all tenders without assigning any reason/ notice whatsoever and is not bound to accept the lowest tender. HAFED also reserves the right to scrap the tender enquiry at any stage without assigning any reason and HAFED will not be liable for any costs and consequences incurred by the intending tenderers.
- xxiii. 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.
- xxiv. 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.

xxv. 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.

xxvi. 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.

xxvii. 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.

- xxiii. 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.
- xxix. 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.
- xxx. The Service Provider shall ensure that the labour/manpower deployed by it at various storage locations of HAFED 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.
- xxxi. 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.
- xxxii. 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/ GST Act.
- xxxiii. The tender without earnest money deposited online or short of it shall not be entertained and rejected straightway.
- xxxiv. The bid document is not transferable in any case.
- xxxv. 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.

xxxvi. 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” 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.

xxxvii. 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.

xxxviii The jurisdiction of court in case of any dispute in between the procuring entity and the service provider(s) will be at Panchkula, Haryana.

xxxix Any corrigendum and addendum will be displayed only on websites www.hafed.gov.in and www.etenders.hry.nic.in.

ANNEXURE-A**FORMAT OF TECHNICAL BID**

Sr. No.	Particulars	
	Name of Bidder	
	Complete Address	
	Email ID	
	Website, If any	
	Phone Nos./Mobile No.	
	<u>Authorized Contact Person</u> Name: Designation: Phone No./Mobile No: E-mail address	
	Documents Asked for as per CTE	Particulars as per copies enclosed:
1	Details of EMD (Rs.5,00,000/-)	RTGS No. Date: Amount: Bank:
2	Details of cost of Tender document (Rs. 5,000/-)	RTGS No. Date: Amount: Bank:
3	PSARA Certificate:	Number: Date: Issued By: Valid Till:
4	Pan Card No. (Enclose copy)	
5	Goods & Service Tax Registration (Enclose copy)	No. Date: Registering Authority:

6	Firm/Company/Society Registration Certificate (Enclose copy)	No. Date: Registering Authority:
7	EPF Registration (Enclose copy)	No. Date: Registering Authority:
8	ESI (Enclose copy)	No. Date: Registering Authority:
9	Valid Labour License(s) for deployment of Manpower of at least 1000 Nos.	No. Date: Registering Authority:
10	Affidavit of Non-blacklisting as per Annexure –H	Enclosed: Not enclosed:
11	Proof of Experience of working with Government Departments/ PSU/ Corporation/ Federation (Please tick).	Enclosed: Not enclosed:
12	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:
13	Solvency Certificate of not less than Rs.1 crore from any commercial Bank (Please tick).	Enclosed: Not enclosed:
14	Similar Work Experience in Security Service: Bidder shall submit as proof against above a copy of Work order or Contract Agreement of not less than 05 crores under single agreement on a Notarized Stamp, completion certificate on letter of the client on their letter head (As per enclosed proforma in tender document Annexure 'C') or TDS Certificate clearly showing the amount of work completed/Executed during last financial year.	
15	Performance Certificate	Enclosed: Not enclosed:
16	Certificate regarding submission of EPF, ESI, Labor welfare fund & Service Tax Return for last three years certified by a Chartered Accountant. (Please tick)	
17	Income Tax Return: Proof of payment of Income Tax for the last 3 years- Income Tax Returns (Please tick).	
18	Copy of Tender Documents duly signed at each page (Please tick)	Yes/ No

19	Whether all the enclosures have been self attested by the bidder ? (Please tick)	Yes/ No
20	Experience in Business (Refer 5 of CTE)	
21	<p style="text-align: center;">Quality Related Certificates</p> <p>a) ISO 9001:2008 or ISO 9001:2015 (Quality Management System)</p> <p>b) ISO 14001:2007 (Environmental Management System)</p> <p>c) OHSAS 18001:2007 (Occupational Health & Safety Management System)</p> <p>d) SA 8000 (Social Accountability Management System)</p> <p>e) Any other National/ International Accreditation Certificate</p>	If yes, enclose self attested copy

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 bids 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 detailed notice inviting e-tender documents.

NOTE : In case of Consortium/Joint Venture, all the documents/ enclosures required in the Technical Bid, in respect of both the partners, will have to be provided, otherwise, the bid of the the Consortium/ Joint Venture, shall be rejected.

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 Service Provider should quote the rate of service charges both in figures and words. The rates should be offered in the following format.

Sr. No.	Descriptions	Rate
1	Service Charges (Pl. quote as percentage (above 2% upto two decimals) of only basic wages plus relieving wages)%

We agree to provide uniformed and trained personnel and endeavour to provide security services to the Hafed for providing safety, monitoring and surveillance. Rates quoted include our all statutory obligations under the Minimum Wages Act, Contract Labour (R&A) Act, weekly-off replacement charges, cost of uniform of personnel deployed by the Service Provider etc. The rate quoted are per shift of eight hours per person per day.

**SIMILAR WORK EXPERIENCE IN SECURITY SERVICES CERTIFICATE
(on letter head)**

It is certify that had provided/providing watch & ward/security services to and this premises located at vide contract/Agreement/MOU bearing No. _____ dated _____ for the period from _____ (date) to _____ (date).

The Financial component of the watch and ward/security contract for the subject services was Rs. _____ (in words) Rs. _____ during the contract/Year.

Signature of the organization or
its authorized signatory _____

Name: _____

Designation: _____

Date and seal: _____

**EXPERIENCE OF PROVIDING SERVICES AT MULTI LOCATION CERTIFICATE
(on letter head)**

It is certify that _____ had provided/
providing watch & ward/security services to _____ and this
premises located at _____ different location in the _____ state or across
the Pan India vide contract/Agreement/MOU bearing No. _____ dated
_____ and _____ had _____ deployed
_____ (in words) no. _____ of
security personnel for watch and ward services and one time in this premises for the
period from _____(date) to _____(date).

Signature of the organization or
its authorized signatory _____

Name: _____

Designation: _____

Date and seal: _____

PERFORMANCE CERTIFICATE (on letter head)

It is certify that _____ had provided/is providing watch & ward/security services to _____ and this premises located at _____ for the period from _____ (date) to _____ (date).

The performance of the firm was satisfactory during the period of contract.

Signature of the organization or its authorized signatory _____

Name: _____

Designation: _____

Date and seal: _____

Form of Performance Security (Guarantee)
Bank Guarantee Bond

1. In consideration of **The Haryana State Cooperative Supply and Marketing Federation Ltd** (hereinafter called "HAFED") having offered to accept the offer/Tender of (hereinafter called "The Service Provider") to provide to provide watch and ward services to Hafed as per terms and conditions of the Tender and both the parties have agreed to sign an agreement in this regard, and the Service Provider having agreed to submission of irrevocable Bank Guarantee for as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and condition in the said agreement,
We, _____ (hereinafter referred as "the Bank") hereby undertake (Indicate the name of the Bank) to pay to the HAFED an amount not exceeding Rs. (Rupees only) on demand by the HAFED .

2. We, (Indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the HAFED stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Service Provider. Any such demand made on the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding **(Rupees only)**.

3. We, the said bank further undertake to pay to HAFED any money so demanded not withstanding any dispute or disputes raised by the Service Provider in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Security Service Agency shall have no claim against us for making such payment.

4. We (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Institute under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till HAFED certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Service Provider and accordingly discharges this guarantee.
5. We, _____ further agree with HAFED that the HAFED, **The Haryana State Cooperative Supply and Marketing Federation Ltd** shall have the fullest liberty without our consent and without affecting in any manner our obligation here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Service Provider from time to time or to postpone for any time or from time to time any of the powers exercisable by HAFED against the said Service Provider and to forbear or enforce any of the term and condition 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 Service Provider or for any forbearance , act of omission on the part of the HAFED or any indulgence by the Institute to the said Service Provider or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision , have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider.

7. We, (Indicate the name of the bank) lastly undertake not to revoke this guarantee except with the previous consent of HAFED in writing.

8. This guarantee shall be valid upto _____ unless extended on demand by the HAFED. Notwithstanding anything mentioned above, our liability against this guarantee (**Rupees Only**) is restricted to **Rs.** only and unless a claim in writing is lodged with us within one month of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Signed this _____ day of _____ for _____ (indicate the name of the Bank)

Dated the _____

SERVICE AGREEMENT

THIS AGREEMENT is made on this **day** of **2021** between The Haryana State Cooperative Supply and Marketing Federation Limited (HAFED) to be called the **'HAFED'** and
..... to be called the Service Provider. Both the parties agree as under :

WHEREAS the Service Provider is engaged in the Business of providing Security Services:

AND WHEREAS the Service Provider has expressed their keen desire to provide the said services to the Hafed under this agreement.

AND WHEREAS on the aforesaid representation made by the Service Provider to the Hafed, the parties hereby enter into this agreement on the terms & conditions appearing hereinafter.

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:

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES AS UNDER:

1. SERVICE PROVIDER REPRESENTATION AND WARRANTIES

The Service Provider hereby represents warrants and confirms that the Service Provider.

- a) has full capacity, power and authority to enter into this agreement and during the continuance of this agreement, shall continue to have full capacity, power and authority to carry out and perform all its duties and obligations as contemplated herein and has already taken and shall continue to take all necessary and further action(including but without limiting to the obtaining of necessary approval/consents in all applicable jurisdiction) to authorize the execution, delivery and performance of this agreement.

- b) has the necessary skills, knowledge, expertise, adequate capital and competent personnel, system and procedures, infrastructure and capability to perform its obligations in accordance with the terms of this agreement and to the satisfaction of Hafed.

- c) shall, on the execution of this agreement and providing service to Hafed, not violate, breach and contravene any condition of agreement entered with any third party/ies.
- d) has compiled with and obtained necessary permissions/licences/ authorizations under the Central, State and local authorities and obtained all required permissions/licences for carrying out its obligations under this agreement.
- e) has not blacklisted by Central or State or PSU body/institutions/ corporation/establishment.

2. OBLIGATIONS OF THE SERVICE PROVIDER

- a) The Hafed has its godowns and other premises located at various places in District: where it keeps its stocks and stock articles.
- b) The Service Provider agrees to provide round the clock security at the locations specified by the Hafed. Such location may change from time to time as to be intimated by Hafed. Minimum one person shall be provided in each of the shifts but the Hafed may from time to time specify in case more than one person is needed in any of the shifts depending upon the quantum of stocks.
- c) The regularity of performances of the service will be the essence of this agreement and shall form a central factor of this agreement. The Service Provider shall take all possible steps to ensure to maintain its performance as determined by the Hafed from time to time.
- d) The assessment made by Hafed including number of personnel of various descriptions as required to be provided shall be final and acceptable by and binding upon the Service Provider.

- e) If the Hafed notices that the personnel of the Service Provider has/ have been negligent, careless in rendering the said services, the same shall be communicated immediately to the Service Provider, who will take corrective steps immediately to avoid recurrence of such incidents, and report to the Hafed.
- f) If any of the personnel of Service Provider indulged in theft, negligence or any illegal/ irregular activity misconduct, the Service Provider shall take appropriate action against its erring personnel and intimate accordingly to the Hafed. Hafed shall be entitled to remove such a person from duty immediately.
- g) The Service Provider shall furnish a personal guarantee of its Managing Director/ Partner, Guaranteeing the due performance by the Service Provider of its obligations under this agreement.

3. **TERMS OF PAYMENT**

- a) The Service Provider will be paid, the wages for the rendered services as per D.C. rates/Labour Commissioner rate whichever is higher, as amended from time to time. Services charges @% will be payable to the Service Provider in addition to the wages mentioned above only on the wages and relieving charges. However, any variation in minimum wages by the Labour Commissioner, Haryana will be implemented by the Service Provider. The proforma for submission of the bill alongwith requisite documents i.e. attendance sheet, wages sheet challans of EPF, ESI, etc.
- b) All payments made by the Hafed shall be after deduction of tax at source, wherever, applicable as per the provision of the Income Tax Act, 1961.
- c) The Service Provider, being the employer in relation to persons engaged/ employed by it, to provide the services under this agreement shall alone be

responsible and liable to pay wages to such persons which in any case shall not be less than the minimum wages as fixed or prescribed under the Minimum Wages Act, 1948 (Act XI of 1948) for the category of workers employed by it from time to time or by the State Government and/ or any authority constituted by or under any law.

- d) Service Provider will make payment of wages through RTGS into the bank accounts of its employees.

4. **SUBMISSION AND VERIFICATION OF BILLS:**

The Service Provider shall submit bills alongwith verified muster roll having proof of payment of wages to its employees by scheduled date i.e. upto 7th of each month to enable HAFED to process the same, actual re-imbusement (i.e 88% of wages plus relieving charges) of the bill so submitted will be released by HAFED immediately, remaining statutory charges and service charges will be released after submission of copy of challan of EPF/ ESI/ Service Tax etc. (CRRN). The copy of challan should consist of the details of Security Guards i.e. name, father's name, address, EPF No. and amount deposited in his account. If the Service Provider fails to submit this full bill within 7 days of its becoming due, then the Service Provider will be warned at the first instance. Next month, if the same is repeated, case for cancellation of its empanelment will be sent immediately by Head of the Unit Hafed to H.O. Panchkula.

5. **DISCIPLINE**

- a) The Service Provider shall issue identity cards, on its own name and trading style, to its personnel deputed for rendering the said services, which at the option of Hafed would be subject to verification at any time. The Hafed may refuse the entry

into its premises to any personnel of the Service Provider not bearing such identity card or being perfectly dressed.

- b) Hafed shall always have the right and liberty to surprise/ conduct inspection at its sites.
- c) The services rendered by the Service Provider under this agreement will be under close supervision, co-ordination and guidance of the Hafed. The Service Provider shall frame appropriate procedure for taking immediate action as may be advised by the Hafed from time to time.
- d) It is understood between the parties hereto that the Service Provider alone shall have the right to take disciplinary action against any person(s) to raise any dispute and / or claim whatsoever against Hafed. Hafed shall under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/ employed by the Service Provider for any purpose, whatsoever, nor Hafed would be liable for any claim(s) whatsoever, of any such person (s).
- e) The security guard/person shall mark his attendance through Biometric Machine. The person deputed at various locations shall always be smartly turned out and the Service Provider shall ensure that they always report in proper uniform. In the event of a person discharging security duty other than in prescribed uniform, due penalties as set out in this agreement shall be leviable. The security personnel shall also bear an identity card issued to them by the Service Provider. The name of the person so deputed shall also be displayed on the chest of the person all the time. It is emphasized that no person shall be deputed by the Service Provider without a proper identity card and the name tag. In case of default by any person in reporting for duties without wearing proper uniform, the wages equivalent to 7 men days payment shall be liable to be deducted from the bill of Service Provider. Further, such defaulter person shall be changed for further duties by the Service

Provider. Service Provider will rotate its security guards from one location to another location after every 89 days (three months).

- f) The security personnel posted at various locations shall not allow entry or exit of any human being or any material or vehicle including bullock cart etc. without proper entry in the prescribed registers. Such registers/ documents may be prescribed by the Hafed from time to time, which the Service Provider shall ensure and will be duly maintained by the person deputed by him. The persons so deputed shall be capable of reading and writing Hindi & English language to enable them to maintain the prescribed documentation relating to entry/ exit of human beings, material vehicles etc.

- g) The security guards posted at gate should not leave the gate and will maintain inward/outward registers at main gate strictly, all security guards on jointing their respective shifts, will themselves make entry in the Inward/outward gate registers, maintained at the gate, indicating full name, time of joining the shift which will be signed by them as well as by the Security guard at the gate. The same procedure shall be followed at the time of close of the shift. The system will be followed by the next security guard. The security guard should be exclusively deployed for the security purpose and no cleaning/dusting be got done by him except in emergent circumstances like rain, fire, theft etc.

6. **NATURE OF AGREEMENT**

The Service Provider thereto have considered agreed to and have a clear understanding on the following aspects:

- a) This agreement is on the Principal to Principal basis and does not create and shall not deem to create any employer – employee relationship between the Service Provider and the Hafed. The Service Provider shall not by any acts, deeds or

otherwise represent any person that the Service Provider is representing or acting as agents of Hafed, except to the extent and purpose permitted herein.

- b) It will be the responsibility of the Service Provider to provide proper manpower at various locations and to undertake all allied activities relating to such management. It shall include transportation of the personnel to and fro to godown sites and looking after their other requirements. The name and addresses of the manpower provided by the Service Provider from time to time shall be intimated to the Hafed in writing. If it comes to the notice of the Hafed that a person with criminal or otherwise dubious past record has been deputed for security services, the supervisory officer undertakes to immediately change such a person.
- c) That Service Provider shall be fully and completely responsible for all activities of the manpower provided by them including of their acts of omission and commission in terms of provision of this agreement and the matters incidental thereto.
- d) The Service Provider shall impart training to the manpower to be deployed by them in respect of the requirement of maintenance of various registers, in case any security personnel is required to be changed due to any circumstance, Service Provider shall not only immediately provide a substitute, but will also impart adequate training to such substitute.
- e) At the time of change of security personnel with the change of shifts, there shall be proper handing over and taking over recorded in the registers. Simultaneously a proper handing over/ taking over shall be done wherever a security personnel is changed by the Service Provider.
- f) That the Service Provider will maintain two separate certified registers for inward and outward movement of the goods giving details as per specified columns of the

registers. No stocks of food grains and stock articles will either removed out or entered into the premises of the storage points without proper gate pass, cart slip duly signed by the Store Keeper/ Incharge of the storage point. Another register shall be maintained for entering the names of the persons, date, time and reasons for opening and closing of the godowns with the premises of the storage point. The register shall be signed jointly by the Service Provider and Hafed officials authorized for the purpose. The list of such authorized officials will be provided by the concerned Head of the office.

- g) Arrangements for the boarding and lodging of security personnel shall be made by the Service Provider at its own level and Hafed shall not be bound to make any such arrangements for them. Proper sitting arrangement etc. however shall be made by the Hafed for the security personnel inside the premises required to be guarded.
- h) The Service Provider shall nominate a Supervisory Officer, who shall remain in constant contact with the Hafed. Hafed shall communicate all its requirements to the Service Provider through such nominated supervisory officer. Whenever a problem is reported by the Hafed to such supervisory officer, he shall take prompt action for solving problem without any loss of time.
- i) The Service Provider agrees that in case a person is found discharging his responsibilities negligently, such person shall be promptly changed and he shall not be put duties again at the same or at any other location of the HAFED.
- i) Ordinarily the Hafed will not require the services of an armed guard. However whenever such services are needed, the Supervisory officer nominated by the Service Provider shall be intimated of the requirement at least two days in advance. The Service Provider agrees to provide such services whenever demanded.

- j) Each storage location in the state is under the charge of two personnel's designated as F.I. (Store) and Centre Incharge. The Security personnel will have to work in close liaison with those personnel, but at the same time maintain his complete independence for the purpose of recording in and out movement of stocks and manpower. The Service Provider shall be responsible in case any unrecorded movement of stocks/ other good take place
- .
- k) The Service Provider shall provide security services through the persons in their direct employment. It shall not provide service through any further partnership firms or sub-let, transfer or sign this contract or any part thereto to any other Service Provider. In the event of the Service Provider violating this condition, this contract shall be liable to be cancelled, their security forfeited and further penalties imposed as considered reasonable and proper.
- l) That it shall be the Service Provider's responsibility to protect its employees against accidents or any other mis-happening etc. it shall indemnify the Hafed against any claim for damage or for injury to person or property resulting from and in the course of work and also under the provision of workmen's compensation act or any other laws.
- m) In the event of unsatisfactory services being provided by the Service Provider or repeated defaults in terms of provision of this agreement are caused by the Service Provider, Hafed shall be at liberty to unilaterally or pre-maturely terminate agreement and engage another Service Provider for the same purpose. In such eventualities, security deposits of the Service Provider shall be liable to be forfeited and such other penalties as are reasonable and justified shall be liable to be imposed and will be recovered from his security amount or revoking bank guarantee.

- n) The Service Provider shall specifically make sure that the persons deputed for security duties shall never be in the influence of liquor or any other intoxicants during hours of duty. Supervisory officer shall also never visit any premises of the Hafed under the influence of liquor or any other intoxicant.
- o) This agreement is for providing the aforementioned services and is not an agreement for supply of contract labour. It is to be clearly understood by the Service Provider that the person employed by the Service Provider for providing services as mentioned herein, shall be the employees of the Service Provider only and not of the Hafed. The Service Provider shall be liable to make payment to its said employees towards their monthly wages and other statutory dues like Employees provident fund, Employees State Insurance, minimum wages etc.
- p) Hafed shall not be liable for any obligations/ responsibilities contractual legal or otherwise, towards the Service Provider employees / agents directly and indirectly, in any manner whatsoever.
- q) The security guards should have minimum educational qualification of Matric pass (10th standard). The security guards to be provided by the Service Provider should be of minimum age of 18 years upto the maximum age limit of 58 years. The minimum height of the security guard should preferably be 5'-5" and they should be of sound health. Minimum educational qualification in case of aeration worker should be Middle pass (8th standard).
- r) The security guards to be provided by the Service Provider will be screened before their deployment by the head of the office of the concerned office of HAFED in association with the Service Provider concerned. Service Provider must get done the police verification of security guards before their deployment in Hafed. No private Service Provider can engage any person without verifying his character and other antecedents. Any person convicted by the Court or not trained

to perform the job, shall not be engaged, if the Service Provider is found defaulter in this, recoveries will be effected from it. The Service Provider will submit one copy personal record/documents of the persons deployed at Hafed locations with the concerned District Office/ Unit of Hafed.

- s) The Service Provider shall provide whistle, lathi and torch to the security guards.
- t) The wages plus gun allowance (in case of deployment of gunman) for gunman will be amendable as per DC rates/Labour Commissioner rates from time to time in that district.
- u) Reliever shall be provided by the Service Provider without exceptions
- v) Identity/ proof of residence of security guards may be furnished by the Service Provider.
- w) Service Provider shall be required to deposit Bank guarantee of Rs. 30 Lakhs (Rs Thirty Lakh) valid for a period of the contract plus Six months in order to ensure that in case of failure of the Service Provider, the same be got en-cashed for getting work done at the risk and cost of the Service Provider. The bank guarantee should be furnished within 15 days (inclusive holidays) from date of empanelment. The Bank Guarantee will be released after successful completion of the contract on producing "No Objection Certificate" from all the Hafed District Offices as well as EPF/ ESI / Service Tax department.
- x) A Group insurance policy for security guards employed in the District where there is no ESI facility will be obtained and the Insurance cover will be taken by the concerned Service Provider and the amount will be reimbursed by Hafed in lieu of savings on ESI account.

- y) The notice inviting tender, all the schedules, appendices and annexures to the tender document and terms and conditions enumerated therein are read and construed as part of this agreement and shall be binding on the tenderer/Service Provider.

- Z) Service Provider will ensure that each person so deployed is covered under the ESI Scheme, wherever applicable and ESI card is issued to them so that he/she can avail the benefits of this account. It should be ensured that UAN is got issued to every person so deployed and their details like UAN, Mobile No., Bank Account No. & Aadhar Card No. are made available to the Principal Employer alongwith the details of wages paid, PF deposited (both employer's & employee's share), so that Principal Employer may verify the details of the amount having been deposited through UAN No. before its payment is released to the Service Provider.

- Z-1) Service Provider will deposit prescribed amount of EPF/ESI etc. in the account of its employees and follow applicable labour & other laws, failing which, Principal Employer will deposit the amount of EPF/ESI etc. and empanelment of such Service Provider will be cancelled besides initiating action for blacklisting of the agency.

- Z-2) Service Provider will provide Addhar based and mobile linked Universal account number (UAN) to its employees, so that he/she can know the position of deposit of EPF in his/her account, can transfer EPF in case of joining in other department.

- Z-3) Service Provider will submit the bills duly supported by valid registration certificate, labour licence, Name of Employee, Adhar No., UAN No., Wages, Amount of EPF, Employer's Share(Family Pension fund etc.), amount payable to employee.

7. STATUTORY COMPLIANCES

- a) Service Provider shall obtain all registration (s) permission(s) / license(s) etc. which are/ may be required under any labour or other legislation(s) for providing the services under the Agreement.
- b) It shall be Service Provider's responsibility to ensure compliance of all the central and State Government Rules and Regulations with Regard to the provisions of the Services under this agreement. The Service Provider indemnifies and shall always keep Hafed indemnified against all losses, damages, claims actions taken against Hafed by any authority / office in this regard.
- c) The Service Provider undertakes to comply with the applicable provisions of all welfare legislations and more particularly with the contract labour (Regulations and Abolition) Act, 1970 if applicable, for carrying out the purpose of this agreement. The Service Provider shall further observe and comply with all Government laws concerning employment of staff employed by the Service Provider and 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 the Service Provider is fully responsible to ascertain and understands the applicability of various acts, and take necessary action to comply with the requirements of law.
- d) The Service Provider shall give an undertaking by the 21st of each month in favour of Hafed that it has complied with all its statutory obligations.

8. ACCOUNTS AND RECORDS

- a) The Service Provider shall maintain accurate accounts and records, statement of all its operation and expenses in connection with its functions under this agreement in the manner specified by the Hafed.

- b) The Service Provider shall forthwith upon being required by Hafed allow Hafed or any of its authorized representative to inspect, audit or to take copies of any records maintained by the Service Provider. The Service Provider shall also cooperate in good faith with Hafed to correct any practices which are found to be deficient as a result of any such audit within a reasonable time after receipt of report from Hafed. However, upon discovery of any discrepancies or under payment the Service Provider shall immediately reimburse the Hafed for such discrepancies or overcharge.

9. **INDEMNIFICATION**

- a) The Service Provider shall at its own expenses make good any loss or damages suffered by the Hafed as a result of the acts of commission or omission, negligently or otherwise of its personnel while providing the said services at any time at the premises of the Hafed or otherwise.
- b) The Service Provider shall at all times indemnify and keep indemnified that Hafed against any claim on account of disability / death of any of its personnel cause while providing the service within/ outside the site or other premises of the Hafed which may be made under the workmen's Compensation Act, 1923 or any other acts or any statutory modifications hereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by the working of their personnel or in respect or any claim, damage or compensation under labour laws or other laws or rules made there under by any person whether in the employment of the Service Provider or not, who provided or provides the service at the site or any other premises of the Hafed shall be as provided herein before.
- c) The Service Provider shall at all time indemnify and keep indemnified the Hafed against any claim by any third party for any injury, damage to the property or

person of the third party or for any other claims whatsoever for any acts of commission or omission of its employees or personnel during the hours of providing the services at the Hafed's premises or before and after that.

- d) That if at any time, during the operation of this agreement or thereafter Hafed is made liable in any manner whatsoever by any order, direction or otherwise of any Court authority or tribunal, to pay any amounts whatsoever in respect of or to any of present or ex-personnel of the Service Provider or to any third party in any event not restricted but including as mentioned in sub-clause no. (a), (b) and (c) hereinabove, the Service Provider shall immediately pay to the Hafed all such amounts and costs also and in such cases/ events the decision of Hafed shall be final and binding upon the Service Provider. The Hafed shall be entitled to deduct any such amounts as aforesaid, from the security deposit and or from any pending bill of the Service Provider.

- e) The Service Provider shall keep the property of Hafed indemnified through a Fidelity Bond should be furnished within 15 days (inclusive holidays) from date of empanelment of Rs. 5000/- (Rs. Five thousand only) issued by a nationalized General Insurance Company against any loss by way of theft, fire, riots, mishandling, acts of omission, commission, negligence or otherwise and the claims whatsoever by persons deployed by the Service Provider for the execution of the agreement. In case any employee of the Service Provider so deployed enters into dispute/ litigation of any nature whatsoever, it shall be the sole responsibility of the Service Provider to contest/ defend the same case, the entire cost on this account shall be borne by the Service Provider himself and it shall ensure that no financial or other legal liability of any nature comes on Hafed in this respect.

10. **LIABILITIES AND REMEDIES**

In the event failure of Service Provider to provide the services or part thereof as mentioned in this agreement for any reasons whatsoever. Hafed shall be entitled to procure services from other sources and the Service Provider shall liable to pay forthwith to Hafed the difference of payments made to such other sources, besides damages at the rate of payment.

11. LOSSES SUFFERED BY HAFED

The Service Provider shall not claim any damages, costs, charges, expenses, liabilities arising out of performance/ non-performance of services, which it may suffer or otherwise incur by reason of any act of omission, negligence, default or error in judgment on part of itself and/ or its personnel in rendering or non-rendering the service under the Agreement.

12. TERM

The contract of Service Provider will be for a period of one year (without extension clause).

13. TERMINATION

- a) Either party can terminate this agreement by giving two month's written notice to the other without assigning any reason and without payment of any compensation thereof. However, the Hafed shall give only one month notice of termination of this agreement to the Service Provider when there is a major default in compliance of the terms and conditions of this agreement or the Service Provider has failed to comply with its statutory obligations.
- b) If Service Provider commits breach of any convenient or any clause of this agreement Hafed may send a written notice to Service Provider to rectify such breach within the time limit specified in such notice. In the event Service Provider fails to rectify such breach within the stipulated time, the agreement shall forthwith

stand terminated and Service Provider shall be liable to pay for losses or damages on account of such breach.

- c) The Hafed shall have the right to immediately terminate this agreement if the Service Provider becomes insolvent, ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enters in to an arrangement for the benefits of creditors.
- d) If it is found at later stage that Service Provider has given wrong information or submitted wrong affidavit at the time of e-tender on any subject, services of Service Provider will be terminated without giving any notice.

14 **ASSIGNMENT OF AGREEMENT**

This agreement is executed on the basis of the Current Management structure of the Service Provider Henceforth, any assessment of this agreement, in part or whole, to any third party without the prior written consent of Hafed shall be a ground for termination of this agreement forthwith.

15. **COMPOSITION AND ADDRESS OF SERVICE PROVIDER**

- a) The Service Provider shall furnish to the Hafed all the relevant papers regarding its constitutions, names and addresses of the Management and other key personnel of the Service Provider and proof of its registration with the concerned Govt. authorities required for running such a business.

- b) The Service Provider shall always inform Hafed in writing about any change in its address or the names and addresses of its key personnel. Further, the Service Provider shall not change its ownership without prior approval of Hafed.

16. **SERVICE OF NOTICES**

Any notice or other communication required or permitted to be given between the parties under this agreement shall be given in writing at the following address or such other addresses as may be intimated from time to time in writing.

**The Haryana State Co-operative supply
and Mkg. Fed. Ltd.(HAFED)**

Service Provider

17. **CONFIDENTIALITY**

It is understood between the parties hereto that during the course of business relationship, Hafed may have access to confidential information of the Service Provider and it undertakes that is shall not, without prior written consent, disclose, provide or make available any confidential information in any form to any person of entity of make use of such information. The clause shall survive for a period of 5 years from the date of expiry of this agreement of earlier termination thereof.

18. **ENTIRE AGREEMENT**

This agreement represents the entire agreement, the parties and supersedes all previous or other writing and undertakings, oral or written and further and further any modification to this agreement, if required shall only be made in writing.

19. **AMENDMENT/ MODIFICATION**

The parties can amend this agreement at any time. However, such amendment shall be effective only when it is reduced in writing and signed by the authorized representatives of both parties hereto.

20. **SEVERABILITY**

If, for any reason, a court of competent jurisdiction finds any provision of this agreement, or portion thereof, to be unenforceable that provision of the agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties and the remainder of this agreement shall continue in full force and effect.

21. **CAPTIONS**

The various captions used in this agreement are for organizational purpose only and may not be used in interpret the provision thereof. In case of any conflict between the captions and the text, the text shall prevail.

22. **WAIVER**

At any time any indulgence or concession granted by Hafed shall not alter or invalidate this agreement nor constitute the waiver of any of the provision hereof after such time, indulgence or concession shall have been granted. Further, the failure of the Service Provider to enforce at any time, any of the provision of this agreement or to exercise any option which is herein provided to reducing at any time the performance or the Service Provider of any of the provision hereof, shall in no way be constructed to be a waiver of such provisions of this agreement nor in any way affect the validity of this agreement or any part thereof or the right of

Hafed to enforce the same in part or in entirety of it. Waiver, if any, has to be in writing.

23. FORCE MAJEURE

- a) Neither party shall be in default if a failure to perform any obligation hereunder is caused solely by supervening conditions beyond that parties reasonable control including acts of God, Civil, commotion, strikes, acts of terrorism, labour disputes and government or public authority's demands or requirements.

- b) In case the Hafed suffers any losses due to not providing a security personnel, due to absence of the Security person deputed by the Service Provider or due to any negligence of the security personnel, the Service Provider agrees to fully compensate Hafed of the losses so suffered, the negligence under this cause shall including permitting any unauthorized person to enter into the premises or permitting a person entering into the godown without completion of the prescribed formalities or allowing movement of any material or goods without proper authority and documentation. In case security personnel does not report for duty in any shift, penalty equivalent to 15 man days shall be levied on the Service Provider and in case of two shifts in a day remain unattended, penalty equivalent to 30 man days shall be deductible. A default over and above this limit shall be considered serious default which may entail further penalties as agreed under this agreement.

- c) That the Service Provider shall report promptly in case of any theft, burglary/ decoity or pilferage that takes place or any attempt made to the effect, to the Field Officer/ Incharge of the concerned storage point, Head of the office etc. The lodging of the FIR with the police will be responsibility of the HAFED. Failing supply of such information, the Service Provider shall be liable for all losses of Hafed stocks, stock articles, property & other material along with interest thereon on account of theft or pilferage, expenses suffered or incurred by the Hafed due to

the negligence and un-workman like performance of any of his staff under this contract or breach of any terms thereof or damages losses occurred to the Hafed or in particular to any property or plant etc. belonging to the Hafed due to the negligent act of the Service Provider themselves or their employees/staff.

24 **DISPUTE RESOLUTIONS**

- a) This is agreement shall be deemed to have been made/ executed at _____for all purposes. In the event of any dispute related to the interpretation or rights or liabilities arising out of this agreement, the same shall, at first instance, be amicably settled between the parties.
- b) 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.

25. **GOVERNING LAW/ JURISDICTION**

- a) The applicable law governing this agreements shall be the law of India.
- b) That the jurisdiction for the purpose of any matter in this Agreement shall be within jurisdiction of the local court of the place where headquarter of D.M./GM/Unit of Hafed is located.

26. **TWO COUNTERPARTS**

This agreement is made in duplicate. The Service Provider shall return a copy of this agreement duly signed and stamped as a token of acceptance of all terms

and conditions mentioned above. In the event of commencement of order acceptance, it will be taken that all the terms are acceptable.

IN WITNESSETH WHEREOF THE 1ST PARTY AND THE 2ND PARTY ABOVE SAID HAVE HEREUNTO SUBSCRIBER THEIR HANDS ON THE DAY MONTH AND YEAR FIRST MENTIONED ABOVE IN THE PRESENCE OF THE FOLLOWING WITNESSES:-

SIGNED, SEALED AND DELIVERED

WITNESSES:

1. Signature
Name
Date :
Designation
2. Signature
Name
Date
Designation

SIGNED, SEALED AND DELIVERED

- Signature :
Name:
Date :
Designation
- For & on behalf of
The Haryana State Cooperative
Supply and Marketing Federation Limited

SIGNED, SEALED AND DELIVERED

WITNESSES:

1. Signature
Name
Date :
Designation
 2. Signature
Name
- Signature :
Name:
Date :
Designation
- For & on behalf of the

Date

Designation