



SINCE 1966  
**HAFED**

THE HARYANA STATE COOPERATIVE SUPPLY  
AND MARKETING FEDERATION LIMITED  
CORPORATE OFFICE, SECTOR 5, PANCHKULA HARYANA (INDIA)  
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**NOTICE INVITING E-TENDERS FOR HIRING OF GODOWNS/ SCIENTIFIC  
PLINTHS IN THE STATE OF HARYANA FOR STORAGE OF FOOD-GRAINS,  
COARSE-GRAINS, OIL SEEDS AND PULSES.**

The Haryana State Cooperative Supply and Marketing Federation Limited (HAFED) invite e-tenders for hiring godowns/scientific plinths in the State of Haryana for storage of food-grains, coarse-grains, oil seeds and pulses, etc.

The tender document containing eligibility criteria and other terms & conditions is available at Haryana single e-procurement portal i.e. <https://etenders.hry.nic.in> and Hafed's website [www.hafed.gov.in](http://www.hafed.gov.in). The period of downloading of tender document & bid submission starts from **06.02.2021 at 11:00 AM** and **ends at 11:00 AM on 22.02.2021** through eProcurement portal as mentioned above. The technical bids will be opened on **22.02.2021 at 12:00 Noon** at Hafed Corporate Office, Sector-5, Panchkula. The interested bidders must remit the requisite fees and deposit EMD online as per the details given in this Tender Document.

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

**MANAGING DIRECTOR**

## DETAILED NOTICE INVITING TENDER

Hafed invite e-tenders for hiring of godowns/scientific plinths in the State of Haryana for storage of food-grains, coarse-grains, oil seeds and pulses etc. on actual utilization basis:-

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.	Hiring of godowns / scientific plinths in the State of Haryana	Godown - Rs.50,000/- Plinth – Rs.20,000/-	Rs. 1000/- + Rs. 1000/- = Rs.2000/-	<b>06.02.2021 at 11:00 AM</b>	<b>22.02.2021 at 11:00 AM</b>

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

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

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

4. The interested bidders shall have to pay mandatorily Processing Fee of Rs.1000/- and document fee of Rs.1000/- (Non refundable) online by using the service of secure electronic gateway. The secure electronic payments gateway is an online interface between bidders & online payment authorization networks.
5. The Payment for Earnest Money Deposit can be made by eligible bidders online directly through online system which will be later on considered as security of the successful bidders for which no interest will be payable till the final vacation of godowns.
6. The interested bidders must remit the funds at least T+1 working day (Transaction + One Day) in advance before the expiry date & time of the respective events. And make payment via RTGS/NEFT to the beneficiary account number specified under the online generated challan.

**Important Note:**

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

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

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

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

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

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

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

- 2.6** In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.
- 2.7** In case of any change in the authorization, it shall be the responsibility of management/ partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person/ user on behalf of the firm/ company. The procedure for application of a digital certificate however will remain the same for the new user.
- 2.8** The same procedure holds true for the authorized users in a private/ Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

**3. Pre-requisites for online bidding:**

In order to operate on the electronic tender management system, a user's machine is required to be set up. A help file on system setup/Pre-requisite can be obtained from NIC or downloaded from the home page of the website - **<https://etenders.hry.nic.in>** The link for downloading required java applet & DC setup are also available on the Home page of the e-tendering Portal.

**4. Online Viewing of Detailed Notice Inviting Tenders:**

The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal e-Procurement system on the Home Page at <https://etenders.hry.nic.in>

**5. Download of Tender Documents:**

The tender documents can be downloaded free of cost from the e-Procurement portal <https://etenders.hry.nic.in>

**6. Key Dates:**

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

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

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

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

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

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

## 8. ASSISTANCE TO THE BIDDERS

For queries on Tenders Haryana Portal, Kindly Contact

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

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

Mobile: 88262-46593

Email:-support.etender@nic.in

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

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

### **Timing:**

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

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

Intended bidders mandatorily required to register their quires if there is any pertaining to the online bidding and the single e-Procurment 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)***

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

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

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

**Operative Procedures for Bidder Payments**

**A) Debit Card**

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

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

## **B) Net Banking**

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

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

## **C) RTGS/ NEFT**

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

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

1. To choose the payment of EMD, the bidder clicks on RTGS/NEFT payment option.

2. Upon doing so, the e-Procurement portal will redirect the bidder to a page where it will generate a Challan.
3. This Challan shall include the beneficiary (virtual) account number and other details like beneficiary IFSC code each.

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

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

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

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

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

The procedure for paying through OTC mode is as follows:

- (i) Bidder selects over the counter remittance option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount to be paid. The bidder chooses the bank account number for refund of the amount.
- (iii) Bidder clicks on "Continue" Button.
- (iv) The e-Procurement portal displays the details of payment. The Bidders click on "Print\_Challan" and print the OTC Challan.
- (v) Bidder submits the OTC Challan at the counter of any designated bank of SBI Bank with Cash/Demand Draft/SBI Bank Cheque (Payment in Cash is allowed upto Rs. 49,999/-).
- (vi) SBI bank verifies the URL (format to be discussed and decided) and amount with e-Procurement portal prior to accepting the payment.

- (vii) On successful verification from e-Procurement portal, SBI bank accepts the payment. In case of failure, SBI bank shall return back the OTC challan and payment to the bidder.
- (viii) SBI bank commits the payment transaction (in case of successful verification from e-Procurement portal) and sends the Bank Transaction number (I-Sure Reference Number) online against the URN and Amount.
- (ix) SBI bank will generate receipt for the payment transaction and issues the same to the bidder.
- (x) The e-Procurement system update the bank transaction number against the URN and Amount based on the details sent by SBI bank online prior to generation of the receipt.
- (xi) The status of the payment will be displayed as “verification successful” in e-Procurement Portal, when the bidder clicks on the verification option in the portal.
- (xii) Bidder would be required to upload the scan copy of receipt as received from SBI Bank as part of proof in next tender portal before submitting the tender.

## GENERAL TERMS AND CONDITIONS

### Overview

The Haryana State Cooperative Supply and Marketing Federation Limited (hereinafter referred as 'HAFED') is the largest cooperative federation in the State of Haryana serving the interest of farmers and people of Haryana since 1966. The Federation is engaged in the procurement and storage of food grains, coarse grains, oil seeds and pulses as per the policies of the State Government and the Government of India.

HAFED intends to hire godowns/scientific plinths on actual utilisation basis from the interested parties for storage of food grains, coarse grains, oil seeds and pulses, etc. at various centres in Haryana as per requirement given at **Annexure-A** on the following terms and conditions:-

1. The required capacity is tentative and may increase or decrease as per actual requirement of space for storage.
2. The godown/plinth must not be low-lying or in flood-prone area.
3. Electricity and drinking water facility in the godown/plinth is must.
4. Traffic accessibility to the godown/plinth (free from all hindrances) is must.
5. Preference will be given to hiring of godowns over plinths and to those godowns/plinths, which will be near to the mandis/purchase centres and having truck/lorry weighbridge installed in the premises.
6. The godown/plinth shall be required to be handed over immediately on demand and not later than 01.04.2021. However, the rent shall start from the actual date of start of storage of food grains. If the godown/plinth is offered for taking over after the scheduled date, HAFED will not be bound to take over the same.
7. The successful tenderer shall be responsible to keep the godown/plinth fit for storage during the whole period it remains with HAFED. The party shall be responsible for annual and casual repairs considered necessary by the HAFED for proper maintenance and storage of stocks. In case of urgency, in the interest of safety of stocks stored, if necessary repairs are not carried out by the party, HAFED shall have the right to effect these repairs at its own level and the expenditure thereof shall be deducted from the monthly rent.
8. The godown/plinth or the land/site on which the godown/plinth has been built should be free from litigation or any dispute regarding ownership or else.
- 9. Other terms and conditions**
  1. The bid document is not transferable in any case.
  2. Every page of tender form must be signed by the bidder.

3. The godown/plinth shall be hired on actual utilization basis only i.e. the rent shall be payable as per the actual quantity of stocks stored therein in the godown/plinth.
4. The godown/plinth will be hired for one year or till the liquidation of the stocks stored therein, whichever is later.
5. The party shall have no right to get the godown/plinth vacated till liquidation of the stocks already stored. Of course, HAFED will continue to pay rent on approved rate on actual utilization basis till the stocks are liquidated. Further, if the liquidation of stocks stored takes time, enhancement of rent @ 5% p.a. will be allowed.
6. No advance payment of rent will be made by Hafed in any case.
7. HAFED will not be liable for payment of house tax/property tax or any other tax imposed by State/Central Govt. etc. that may be liable on the property.
8. TDS shall be deducted as per the provision of Income Tax Act, 1961 as applicable.
9. The GST shall be paid by Hafed to the successful bidder(s), wherever applicable, in addition to the finally accepted rate of rent.
10. The bidder 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 rules and regulations enactments/laws made by the State Government and the Central Govt. from time to time. 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.
11. The tender documents shall only be uploaded online in electronic form in two covers. Each cover shall contain separately the "Technical Bid" and the "Financial Bid" in **Annexure-B** and **Annexure-C** respectively and original not to be submitted manually. However, in case any document uploaded is not scanned properly and is not legible, the bidder(s) may be asked to manually submit hard copy.
12. The bidder shall quote the price/financial bid per metric tonne in rupees (excluding GST) in words as well as in figures. No cutting/over writing shall be allowed.
13. The online financial bid in prescribed format of only those bidders shall be opened who qualify the technical bid.
14. The Tender, which has not complied with one or more of the conditions prescribed in the tender document, will be summarily rejected. The conditional tenders will also not be entertained and shall summarily be rejected.
15. The tender shall remain valid and open for acceptance for a period of 30 days from the last date of submission of tender.
16. If the tenderer fails or neglects to observe or perform any of the obligations under the contract, it shall be lawful for department/Agency to adjust either in whole or in its obsolete discretion the security deposit furnished by the tenderer or any part thereof, towards the satisfaction of any sum due to the

claim from the tenderer for any damage, loss charges, expenses or costs that may be suffered or incurred by the department. The decision of the department in this respect shall be final and binding on the tenderer.

17. HAFED reserves the right to negotiate the rates. In case, the negotiated rates are not reasonable, HAFED may cancel the tender in full or in part.
18. The jurisdiction of court in case of any dispute in between the procuring entity and the bidder will be at Panchkula, Haryana.
19. Any corrigendum and addendum will be displayed only on websites [www.hafed.gov.in](http://www.hafed.gov.in) and [www.etenders.hry.nic.in](http://www.etenders.hry.nic.in).

#### **10. Deed/documents**

The following deed/documents are required to be submitted by the parties along with tender forms:

- a) Ownership deed/other document as proof of ownership of the godown/plinth.
- b) Layout plan of the godown/plinth along with width of roads inside the premises.

#### **11. Facility for inspection**

- a) The party shall provide full facility to the HAFED for inspection of godown/plinth at any stage. Inspection(s) of the godown/plinth will be made by a district-level committee after receipt of the offer.
- b) The Financial/Price bid of only those bidders shall be considered to be opened, whose site shall be found suitable for storage of grains by the district-level inspection committee.

#### **12. Rent**

- a. The bill of godown/plinth rent for a month will be submitted by the successful party with the concerned District Office of Hafed by 03<sup>rd</sup> of next month and the concerned District Manager will then release payment to the party within one week of submission of bills after getting the stock position from the concerned Store Keeper/Field Inspector.
- b. The accepted rent of the godown/plinth on per metric tonne per month basis will be paid by HAFED on the highest quantity of stocks stored therein in the godown/plinth on any day during the month.
- c. Further, in case, gunny bales are stored in a godown solely or in addition to the food grains, the rent for gunny bales will be assessed on the basis of area occupied by the gunny bales at least on double height basis i.e. by equating the area occupied by gunny bales with that of area occupied by the food grains.
- d. HAFED shall not pay extra rent for facilities provided in the complex other than the agreed rent except reimbursement of electricity and water charges for the complex on actual basis.
- e. HAFED shall have all rights to use roads or any other free space in the godown/complex for storage of stock articles or spill-over stocks for which no extra rent will be paid.

### **13. Earnest Money**

- a) The offer must be accompanied by earnest money of Rs. 50,000/- in case of Godown and Rs. 20,000 in case of scientific plinth and payment is required to be made online through e-tender portal.
- b) The tenders without earnest money are liable to be rejected.
- c) The earnest money deposit (EMD) of unsuccessful bidders shall be returned/refunded as soon as possible after final decision on the bids.
- d) The EMD of successful bidder will be converted into Security, which shall be refunded only after the vacation of the godown/plinth by Hafed. However, HAFED shall not be liable to pay any interest thereupon in any case.

### **14. Forfeiture of EMD/Security**

The earnest money deposit/security 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 handover the godown/plinth to HAFED in the specified period of time.
- iii. in case the successful bidder does not execute the necessary agreement with HAFED in the specified period.
- iv. if the successful bidder fails to abide by the terms of the contract.
- v. in case of any loss caused to Hafed due to acts of omission/commission by the bidder.

### **15. Acceptance of the successful Bid and award of work**

- (a) Hafed, after considering the recommendations of the Committee, shall accept or reject the Bids.
- (b) A Bid shall be treated as successful only after the Competent Authority has approved that Bid.
- (c) As soon as a Bid is accepted by the Competent Authority, its written intimation shall be sent to the concerned bidder(s) by registered post or email and the successful bidder(s) will be asked to execute an agreement on a non-judicial stamp paper of Rs. 100 (One Hundred Rupees) within seven days from the date of issue of acceptance letter by HAFED.

### **16. Execution of Agreement**

- (a) The successful bidder shall be required to sign an agreement within HAFED as per the terms and conditions mentioned in this document.
- (b) HAFED shall have all the rights to impose further fresh terms and conditions or amend/ delete any of the existing terms and conditions on the successful bidder(s) and shall have full right to execute agreement as per the revised terms and conditions in the larger public interest.
- (c) A contract shall come into force from the date of execution of the Agreement.

## **17. Termination**

The contract with the successful bidder shall continue to be in force till the godown/plinth remain in possession of Hafed including such a period when any stock may not be stored in the godown for a particular/intervening period. However, the godown/plinth owner can request for vacation of the godown/plinth by giving a notice in writing in this regard. HAFED shall not store further fresh stocks in the godown/plinth after receipt of written notice from the owner. It is, however, clarified that owner shall have no right to get the godown/plinth vacated till liquidation of the stocks already stored therein at the time of receipt of written notice for vacation. Further, Hafed can vacate the godown/plinth and handover possession to the party at any point of time upon liquidation of stocks, if Hafed doesn't require the godown/plinth for further storage.

## **18. 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.

## **19. Liquidated Damages**

- (i) Hafed shall be open to recover from the Godown/plinth owner any damages caused to the stocks stored in the godown/plinth due to any deficiency in the structure/roof or any other deficiency.
- (ii) In case of failure of godown/plinth owner to timely hand over the godown/plinth to Hafed, resulting in damage/loss to food grains, the godown/plinth owner shall be liable to compensate such losses suffered by the HAFED, without prejudice to the right of HAFED to initiate other legal proceedings. Loss to HAFED, if any, attributable to the Godown/plinth owner shall be recovered as per the valuation as per books of accounts of the HAFED.
- (iii) In any case, the bidder shall be bound to indemnify HAFED against any loss in respect of food grains stored due to any act of the godown/plinth owner or any discrepancy/deficiency in the construction of godown/plinth, whatsoever.

## **20. Arbitration**

The disputes, if any, arising between the successful bidder 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.

## DISTRICT/CENTRE-WISE DETAIL OF THE STORAGE SPACE REQUIRED

Sr. No.	District	Total capacity required in the district (in MT)	Name of Centre	Capacity required (in MT)
1.	Ambala	60000	Ambala City	<b>60000</b>
2.	Bhiwani & Ch.Dadri	27000	Bawani Khera	8000
			Badhra	1000
			Baund	6000
			Behal	3000
			Siwani	2500
			Ch.Dadri	6500
			<b>Total</b>	<b>27000</b>
3.	Fatehabad	91000	Ratia	26000
			Bhunna	50000
			Bhattu Kalan	15000
			<b>Total</b>	<b>91000</b>
4.	Hissar	54500	Uklana	15500
			Hansi	28000
			Barwala	11000
			<b>Total</b>	<b>54500</b>
5.	Jind	136900	Jind	22500
			Safidon	10000
			Pillukhera	15000
			Uchana	36000
			Narwana	53400
			<b>Total</b>	<b>136900</b>
6.	Kaithal	83107	Kaithal	44707
			Kalayath	14500
			Cheeka	23900
			<b>Total</b>	<b>83107</b>
7.	Karnal	123350	Gharaunda	35000
			Karnal	29000
			Nilokheri	17000
			Indri	11050
			Jundla	10000
			Nissing	5300
			<b>Total</b>	<b>107350</b>
8.	Kurukshehra	79700	Kurukshehra	19500
			Ladwa	3000
			Shahabad	16500
			Ismilabad	12000
			Pehowa	28700
			<b>Total</b>	<b>79700</b>

Sr. No.	District	Total capacity required in the district (in MT)	Name of Centre	Capacity required (in MT)
9.	Rohtak/Jhajjar	59800	Kalanaur	20000
			Kiloi	15000
			Meham	1800
			Rohtak	13000
			Sanghi	6000
			D.Majra (Jhajjar)	4000
			<b>Total</b>	<b>59800</b>
10.	Sirsa	40000	Sirsa/Panniwala	<b>40000</b>
11.	Yamunanagar	24000	Yamunanagar	2000
			Khizrabad	14500
			Radaur	12000
			Mustfabad	13000
			Chhichhroli	14500
			<b>Total</b>	<b>56000</b>
<b>Total</b>				<b>795357</b>

**Note:** The requirement of storage space mentioned above is tentative may increase or decrease as per actual requirement.

**TECHNICAL BID**

1. Bid applied for (Godown/Scientific Plinth) \_\_\_\_\_
2. Name of the Tenderer: \_\_\_\_\_
3. Address of the Tenderer: \_\_\_\_\_  
\_\_\_\_\_
4. Email Id \_\_\_\_\_
5. Contact Details of the Tenderer: \_\_\_\_\_
6. Name of the centre for which bid is applied: \_\_\_\_\_
7. Name of village/location where godown/plinth is situated: \_\_\_\_\_
8. Storage capacity of the godown/plinth offered (in MT): \_\_\_\_\_
9. Other Details:

1	Whether sole proprietor or Partnership firm/company?  In case of Partnership firm, the Partnership deed and in case of company, the registration certificate under Companies Act, 1956/2013 be enclosed.	
2	PAN number of the tenderer/ Partnership firm/ Company (please mention and copy is to be enclosed)	
3	Whether godown/plinth/site is in the name of the tenderer?  If yes, proof of ownership is to be enclosed.	Yes / No
4	If the godown/plinth/site is not in the name of tenderer, then Power of Attorney duly notarized or Registered Lease deed in favour of the tenderer from the owner of the godown is required to be enclosed.	Yes/ No
5	Location and dimension of the premises offered (please mention)	
6	Whether within Municipal limit or outside (please mention)	

7	Urban or rural Area (please mention)	
8	Layout plan of the godown/plinth clearly mentioning the dimensions of the roads inside premises to be attached.	Yes / No
9	Dimensions of the plot on which the offered godown/plinth has been constructed	
10	Name of nearest mandi and distance of godown/plinth from Mandi	
11	Traffic accessibility to the proposed godown/plinth free from all hindrances	Yes / No
12	Whether offered godown/plinth is in flood prone/ low-lying area?	Yes / No
13	Existing facilities, if any	
i)	Electricity and drinking water	Yes / No
ii)	Office and chowkidar quarter	Yes / No
iii)	Boundary walls	Yes / No
iv)	Whether Weighbridge installed? If yes, mention the capacity and whether in working condition or not?	Yes / No
14	Any other detail which the party like to furnish?	

The tender must be signed by authorized signatory only in whose favour the party/company will give an authority letter.

**Dated:**

**Signatures of the Tenderer**

**PRICE BID**

I/We hereby quote following rates Per Metric Ton Per Month (exclusive of GST) as rent which includes ancillary facilities such as office room, toilets, water tank, labour rest shed, electric room, pump room, lorry weigh bridge, and associated manpower for all godown operations connected with the maintenance of these facilities and also inclusive of property tax, minor/major maintenance of roads & buildings, water and electric installation, maintenance of weigh bridge and other local taxes/statutory charges as applicable on godowns:-

<b>Sr. No.</b>	<b>Description</b>	<b>Rate (in Figures)</b> (Rs. Per Metric Ton Per Month exclusive GST, if any)	<b>Rate (in Words)</b> (Rs. Per Metric Ton Per Month exclusive GST, if any)
1.	Godown		
2.	Scientific Plinth		

(The rates should be quoted exclusive of GST in **Rs. Per Metric Ton per Month on Actual Utilization Basis** in figures as well as in words. There should be no cutting/overwriting in the price bid.)

Signature of Tenderer/Authorized Signatory

Full name of Tenderer/ Signatory

**Note:** The offers/bids above Rs. 30/- (Rs. Thirty only) per MT per Month (exclusive GST) in case of Godown and above Rs. 07/- (Rs. Seven only) per MT per Month (exclusive GST) in case of Scientific Plinth will not be considered.