



ESTD 1966
HAFED

**THE HARYANA STATE COOPERATIVE SUPPLY
AND MARKETING FEDERATION LIMITED**
CORPORATE OFFICE, SECTOR 5, PANCHKULA HARYANA (INDIA)
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Web-site: www.hafed.gov.in

**SHORT-TERM TENDER NOTICE FOR ENGAGEMENT OF EXPERIENCED
LABOUR CONTRACTOR FIRMS/COMPANIES/COOPERATIVE SOCIETIES FOR
LOADING/UNLOADING AND HANDLING OF FOOD GRAINS BELONGING TO
FOOD CORPORATION OF INDIA IN GODOWNS AND CAP STORAGE**

The Haryana State Cooperative Supply and Marketing Federation Limited (HAFED) invites Centre-wise (having one or more godowns) e-tenders from reputed, financially sound and experienced labour contractor firms/ companies/ cooperative societies for loading/unloading and handling of food grains belonging to Food Corporation of India (FCI) and storage articles, etc. in godowns and CAP storage for two years. The tender document containing details of scope of work, eligibility criteria and other terms & conditions is available on portal <https://etenders.hry.nic.in> and Hafed's website www.hafed.gov.in. The period of downloading of tender document & bid submission starts from **07.04.2021 at 11.00 AM** and ends at **02.00 PM** on **12.04.2021** through e-Tender portal <https://etenders.hry.nic.in>. The technical bids will be opened on **12.04.2021 at 04.00 PM** at Hafed Corporate Office, Sector-5, Panchkula in the presence of the bidders or their authorised representatives, who may wish to be present.

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

MANAGING DIRECTOR

Detailed Notice Inviting E-Tender

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

Sr. No.	Name of work	EMD to be deposited	Tender Document fee and E-services fee	Start Date & Time of Bid preparation and submission	Expiry Date and Time of Bid Submission
1	Engagement of labour contractor firms/ companies/ cooperative societies for loading/unloading and handling of food grains belonging to FCI and storage articles, etc. in godowns and CAP storage	Rs. 10 per MT as per the capacity of the Centre.	Rs. 5000 + Rs. 1000 = Rs. 6000	07.04.2021 at 11:00 AM	12.04.2021 up to 02.00 PM

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

1. The Payment for Tender Document Fee and e-Service Fee shall be made by eligible bidders/service providers online directly through Debit cards & Internet Banking Accounts and the payment for EMD can be made online directly through RTGS/ NEFT or OTC. Please refer to “Online Payment Guidelines” available at the Single e-Procurement portal of Government of Haryana and also mentioned under the Tender Document.
2. Intending Bidders will be mandatorily required to online sign-up (create user account) on the website <https://etenders.hry.nic.in> to be eligible to participate in the e-Tender. Service Provider will be required to make online payment of EMD fee as applicable for the centre applied in due course of time. The intended bidder fails to pay EMD fee under the stipulated time frame shall not be allowed to submit its bids for the respective event/tender.

3. The interested bidders must remit the funds at least T+1 working day (Transaction + One Day) in advance before the expiry date & time of the respective event and make payment via RTGS/NEFT or OTC to the beneficiary account number specified under the online generated challan. The intended bidder will be able to successfully verify their payment online, and thereafter submit their bids on or before the expiry date & time of the respective event/Tender at <https://etenders.hry.nic.in>.
4. The interested bidders shall have to pay mandatorily e-Service fee (under document fee-Non refundable) of Rs. 1000/- (Rs. One thousand only) online by using the service of secure electronic gateway. The secure electronic payments gateway is an online interface between bidders & online payment authorization networks.
5. The payment for document fee/e-Service fee can be made by eligible bidders online directly through Debit cards & Internet Banking.
6. The Bidders can submit their tender documents (Online) as per the dates mentioned in the key dates:

Sr. No.	HAFED Stage	Bidder's Stage	Start Date and Time	Expiry Date and Time
1	Release of Tender	-	07.04.2021 at 11:00 AM	
2	-	Downloading of Tender Document/ Online Bid Preparation, Hash Submission and Submission of online bid	07.04.2021 at 11: 00 AM	12.04.2021 at 02.00 PM
3	Opening of Technical Bid	-	12.04.2021 at 04.00 PM	

Important Note:

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

INSTRUCTIONS TO BIDDER ON ELECTRONIC TENDERING SYSTEM

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

1. Registration of bidders on e-Procurement Portal:

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

2. Obtaining a Digital Certificate:

- I. The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.
- II. A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website – <https://etenders.hry.nic.in>
- III. The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from.
- IV. The bidder must ensure that he/she comply by the online available important guidelines at the portal <https://etenders.hry.nic.in> for Digital Signature Certificate (DSC) including the e-Token carrying DSCs.
- V. Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during the stage of bid preparation. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).
- VI. In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no- objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.

- VII. In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.
- VIII. The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

3. Pre-requisites for online bidding:

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

4. Online Viewing of Detailed Notice Inviting Tenders:

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

5. Download of Tender Documents:

The tender documents can be downloaded 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

Mobile: 88262-46593

Email:-support.etender@nic.in

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

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

Timing:

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

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

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

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

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

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

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

Operative Procedures for Bidder Payments

A) Debit Card

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

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

B) Net Banking

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

- (i) Bidder selects Net Banking option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount to be paid by bidder.
- (iii) Bidder clicks on "Continue" button
- (iv) The e-Procurement portal takes the bidder to Net Banking payment gateway screen displaying list of Banks.
- (v) Bidder chooses his / her Bank
- (vi) The Net Banking gateway redirects Bidder to the Net Banking page of the selected Bank.
- (vii) Bidder enters his account credentials and confirms payment

- (viii) The Bank verifies the credentials and confirms with “successful” or “failure” message to the Net Banking gateway which is confirmed back to e-Procurement portal.
- (ix) The page is automatically routed back to e-Procurement portal
- (x) The status of the payment is displayed as “successful” in e-Procurement portal.
- (xi) In case of successful payment, a success message along with unique transaction ID is passed on to e-Procurement system. The e-Procurement portal shall store the unique transaction number in its database alongwith the date and timestamp.
- (xii) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

C) RTGS/ NEFT

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

Using this module, bidder would be able to pay from their existing bank account through RTGS/NEFT. This would offer a wide reach for more than 1,10,000 bank branches and would enable the bidder to make the payment from almost any bank branch across India.

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

RTGS / NEFT Payment Procedure

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

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

D) Over the Counter (OTC)

This solution shall allow the bidder having account with SBI bank, to make the payment from any CMS enables Branch of SBI Bank in India. Bidders can make the payment via cash (if amount is $\leq$ ₹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 eProcurement portal) and sends the Bank Transaction number (I-Sure Reference Number) online against the URN and Amount.
- (ix) SBI bank will generate receipt for the payment transaction and issues the same to the bidder.
- (x) The e-Procurement system update the bank transaction number against the URN and Amount based on the details sent by SBI bank online prior to generation of the receipt.
- (xi) The status of the payment will be displayed as “verification successful” in e-Procurement Portal, when the bidder clicks on the verification option in the portal.
- (xii) Bidder would be required to upload the scan copy of receipt as received from SBI Bank as part of proof in next tender portal before submitting

DETAILED TERMS AND CONDITIONS

1. BACKGROUND

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

The Federation is engaged in the procurement of food grains, oil seeds and pulses as per the policies of the State Government and the Government of India. The Federation is also the premier warehousing agency for scientific storage of food grains. The Food grains are procured, preserved and maintained in the warehouses and open Plinths (CAP) by the HAFED throughout the State till its delivery under the Central Pool or its disposal by way of other means. Hafed is also the nodal agency for handling, preservation and maintenance of the foodgrain stocks belonging to Food Corporation of India (FCI) stored in the godowns and Plinths constructed/hired under the Private Entrepreneur Godown (PEG) Guarantee Scheme having capacity of approx. 34.35 LMT and CAP storage of approx. 3 LMT.

With a view to handle the foodgrain stocks belonging to FCI and stock articles, etc. in godowns and CAP storage, HAFED intends to engage labour contractors firms/ companies/ cooperative societies for unloading/loading of foodgrain bags from/into trucks, containers, etc., stacking the foodgrains packed in bags, bagging, re-bagging, weighment, standardization, cleaning of foodgrains etc., and shifting of foodgrains, stock articles, etc. within the premises, whenever required.

2. BRIEF DESCRIPTION OF WORK:-

Unloading/loading of foodgrain bags from/into trucks, containers, etc., stacking the foodgrains packed in bags, bagging, re-bagging, weighment, standardization, cleaning of foodgrains etc., and shifting of foodgrains, stock articles, etc. within the premises, whenever required, through manual labour or mechanized process by using conveyor belts, etc. The tenderers must get themselves fully acquainted with the size and location of godowns before submission of tender. Rates quoted by them shall be deemed to have been done after such acquaintance and he shall not be entitled to any compensation arising out of any discrepancy in size and location of godown/group of godowns found later on or on the ground that the workers employed by him are demanding higher rates on any account.

The services required to be performed under the contract have been shown in the “SCHEDULE OF RATES FOR SERVICES” (SOR) available at **Appendix-II**. Tenderers are required to quote for all services covered by the appendix as per the terms and conditions in the tender form and to indicate if they offer to work on the basis of the rates shown in the “SCHEDULE OF RATES FOR SERVICES” (i.e. at par) or offer a uniform percentage of enhancement, as the case may be, in the financial/price bid in **Appendix-V**.

3. VOLUME OF WORK:-

No definite volume of work to be performed can be guaranteed during the currency of the contract. It should be clearly understood that no guarantee is given that all the items of work as shown in the **Appendix-II** to tender will be required to be performed.

4. AREA OF OPERATION:

The centre-wise list of godowns and CAP storage is at **Appendix-I**. However, the number of godown may be added or deleted during the currency of the contract. Any bidder shall be eligible to apply/bid for any centre subject to fulfilment of eligibility criteria. At the same time, a bidder can apply for more than one centre or all the centres.

5. ELIGIBILITY

The qualifying/eligibility criteria will be as under:-

- (i) The bidder should be a firm/company/cooperative society registered under Central Act/ Act of Haryana/Companies Act, 2013 or Indian Partnership Act, 1932. A Consortium shall not be eligible to bid.
- (ii) 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 regarding compliance of EPF, ESI, Labour welfare fund & GST, etc. for the last three financial years issued by a Chartered Accountant)
- (iii) The bidder must possess at least three years' satisfactory work experience of handling of food grains, coarse grains, oil seeds & pulses for a State/Central Food Grain Handling Agency.
(Experience Certificate of handling work for the last three years from the Competent Authority to be attached)
- (iv) In case of partnership firm, the experience of the individual partners will not be considered and experience of only the partnership firm will be counted.
- (v) Must have a minimum turnover of at least Rs. 20 Lakh in each of the last 3 years for participation against a centre having one godown. The turnover required for a centre having more than one godown shall be minimum equal to the sum of the minimum turnover requirement for each godown in a centre (e.g. if a centre has five godowns then minimum turnover required is 100 lakhs).
(The balance-sheets for the years 2017-18 to 2019-20 duly audited by a Chartered Accountant to be attached (with UDIN Number).
- (vi) Solvency certificate of minimum Rs. 5 Lakh per godown issued by any scheduled bank. The Solvency required for a centre having more than one godown should be at least equal to the sum of the minimum Solvency requirement for each godown in a centre.
- (vii) The bidder 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.

6. DOCUMENTS TO BE UPLOADED WITH THE E-TENDER (TECHNICAL BID)

The tenderer should upload with the Technical Bid as per **Appendix-IV**, the tender documents, including "Invitation to Tender" intact, without detaching any page, duly filled in and **signed on each page of** tender form including the schedule of rates (SOR). Further, the tender form must be accompanied by the following documents, failing which the tender shall be rejected:-

- a. Self-attested copy of Partnership deed, Registration of firm and Power of Attorney in case of Partnership firm/Memorandum & Articles of association in case of Company/Bye-laws etc. in case of cooperative society.
- b. Authorization letter for signing the tender form.
- c. Experience certificate as defined under eligibility criteria.
- d. Bank statement for the last 6 months.

- e. Solvency certificate issued by any scheduled bank.
- f. Copy of registration deed of any commercial property owned by the tenderer/ partner with valuation report, duly Notarized.
- g. Detail of any other assets with proof.
- h. Income Tax Return for the last three years.
- i. Copy of PAN card & GST registration certificate
- j. Copy of registration under Labour Department.
- k. Copy of EPF and ESI Registration Number.
- l. Duly audited Balance Sheets of last three years with Audit Report (with UDIN Number)
- m. Duly audited Profit & Loss A/c of last three years with Audit Report (with UDIN Number)
- n. Certificate regarding compliance of EPF, ESI, Labour welfare fund & GST, etc. for the last three financial years issued by a Chartered Accountant Certificate from the bank regarding credit limits enjoyed.
- o. Certificate from the Bank reg. credit limits enjoyed.
- p. Affidavit regarding non-black listing of the bidder as per **Appendix-III**.
- q. Complete tender document and all enclosures (duly self-attested under seal).

7. EARNEST MONEY DEPOSIT

The tenderer shall deposit the Earnest Money Deposit (EMD) amount @ Rs. 10 per MT as per the capacity of the Centre for which the bid is submitted. The EMD of successful tenderer will be treated as Security, on which no interest shall be paid and which shall be retained by HAFED till the expiry of the contract period. The EMD of unsuccessful tenderers shall be returned/ refunded in due course after finalization of the tender, but HAFED shall not be liable to pay any interest thereupon.

8. 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, it being understood that the tender documents have been made available to him and he is being permitted to tender in consideration of his agreement to this stipulation.
- ii. in the event of the Bidder's failure after the acceptance of his Bid to furnish the requisite additional performance 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.

9. OPENING OF TENDERS

- (a) The Technical Bids will be opened at Hafed Corporate Office, Sector-5, Panchkula at the time and date indicated above. The tenderer will be at liberty to be present either in person or through an authorized representative at the time of opening of the

tenders. Price Bids of only those tenders will be opened who are found eligible on the basis of their Technical Bid. No document/s in support of experience, turnover, solvency, past performance etc. will be accepted after opening of tender. Price Bid of the bidders who do not submit valid Technical Bids will not be opened.

- (b) Tenders where rates received are below SOR, shall not be considered.
- (c) In cases where there are more than one tenderer quoting the same lowest rates which are not considered reasonable, all such tenderers may be called for negotiations.
- (d) In case where there are more than one tenderer quoting the identical lowest rates in the financial bid or by following the procedure given in para 9(c) above, L-1 tenderer will be decided on the basis of turnover of the bidder during last year i.e. 2019-20.

10. 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.

11. 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.

12. CORRUPT PRACTICES

Any bribe, commission and advantage offered or promised by or on behalf of the tenderer to any officer or servant of the Federation shall (in addition to any criminal liability which the tenderer may incur) debar his tender from being considered. Canvassing on the part or on behalf of the tenderer will also make his tender liable to rejection.

13. SIGNING OF TENDER

- (i) Person or persons signing the tender shall state in what capacity he or they are signing the tender e.g. as sole proprietor of a firm or as a Secretary/Manager/Director etc. of a Limited Company. In the case of partnership firm, the names of all the partners should be disclosed and the tender shall be signed by all the partners or their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the contract. The original or an attested copy of the partnership deed should be furnished along with the tender. In case of a limited Company, the names of the Directors shall be mentioned and it shall be certified that the person signing the tender is empowered to do so on behalf of the company. A copy of the Memorandum of Association and Articles of Association of the Company shall be attached to the tender. In case of

Hindu undivided family, the names of the family- members should be disclosed and the Karta, who can bind the firm should sign the form and indicate his status below his signature.

- (ii) The person signing the tender form or any document forming part of the tender on behalf of another or on behalf of a firm shall be responsible to produce a proper Power of Attorney duly executed in his favour, stating that he has authority to bind such other person or the firm, as the case may be, in all matters pertaining to the contract. If the person, so signing the tender, fails to produce the said Power of Attorney his tender shall be subject to summarily rejection without prejudice to any other right of the Federation under the law. The “Power of Attorney” should be signed by all the partners in case of a partnership concern, by the proprietor in case of the propriety concern and by the person who by his signature can bind the company in the case of a limited concern. In the case of Hindu undivided family the “Power of Attorney” should be signed by the Karta who by his signature can bind the family.

14. PROCURING ENTITY’S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS

- (i) 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.
- (ii) In case, a bidder applies for more than one centre, however, it is found that he has not deposited the requisite EMD equal to the sum of the EMD requirement for each of the centre applied for or he does not have requisite turnover equal to the sum of the minimum turnover requirement for each of the centre applied for, his bid for any centre/all centres can be considered to be cancelled/rejected by the competent authority of HAFED, whose decision shall be final and binding upon the bidder.

15. LIQUIDATED DAMAGES

- (i) Hafed shall be open to recover from the Contractor any damages caused to the stocks stored in the godown/plinth due to any deficiency in services on the part of Contractor. Loss to HAFED, if any, attributable to the Contractor shall be recovered as per the valuation as per books of accounts of the HAFED.
- (ii) In case of failure of Contractor to timely perform the requisite services, resulting in deductions/penalty imposed by the Food Corporation of India or any other authority, the Contractor shall be liable to compensate such losses suffered by the HAFED, without prejudice to the right of HAFED to initiate other legal/recovery proceedings.

16. ARBITRATION

- a) 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.
- b) The demand for arbitration in respect of any claim(s) of the contractor shall be in writing and made within 12 months of the date of termination or completion of the contract failing which, the claims shall be deemed to have been waived off and absolutely barred and the Federation shall be discharged and released of liabilities of

the contract. Subject as aforesaid, the Arbitration & Conciliation Act, 1996 shall apply to the arbitration proceedings under this clause.

TERMS AND CONDITIONS GOVERNING CONTRACT FOR HANDLING OF FOOD GRAINS ETC. BELONGING TO FCI STORED AT GODOWNS AND CAP STORAGE

I. Definition: -

- (i) The term “contract” shall mean and include the invitation to Tender, incorporating also the instructions to tenderer. The tender, its appendix & schedules, acceptance of tender and such general and special conditions as may be added to it.
- (ii) The term “Federation” wherever occurs shall mean The Haryana State Co-operative Supply & Marketing Federation Limited registered under The Punjab Cooperative Society Act, 1961 and will include its Managing Director and its successor or successors and assignees.
- (iii) The term “Managing Director” shall mean the Managing Director, The Haryana State Co-operative Supply & Marketing Federation Limited under whose administrative jurisdiction the Federation’s godowns, to which the contract relates, fall.
- (iv) The term “Contractor” shall mean and include the person or persons, firm or company with whom the contract has been placed including their heirs, executors, administrators, successors and their permitted assignees, as the case may be.
- (v) The term “Services” shall mean performance of any of the items of work enumerated in ‘Schedule of Services’ including such auxiliary, additional and incidental duties, services and operations as may be indicated by the Managing Director or an officer acting on his behalf.
- (vi) The term “Contract Rates” shall mean the rates of payment accepted by the Managing Director for and on behalf of the The Haryana State Co-operative Supply & Marketing Federation limited.
- (vii) The term “Godown” shall mean and include depots, godowns, silos/ bins already belonging to or in occupation of the Federation or may hereafter be constructed or acquired by it at any time and shall also mean and include open platform/plinths built or constructed for storage of foodgrains inside or outside the depot premises.
- (viii) The term “Foodgrains” shall mean and include food grains, products of foodgrains, coarsegrains, oilseeds, pulses, fertilizers, sugar etc.

II. Object of the contract:- The Contractors shall render all or any of the services given in “Schedule of Rates” as and when necessary and as directed from time to time by the Managing Director or an officer acting on his behalf together with such additional, auxiliary and incidental duties, service and operations as may be indicated by the Managing Director or an officer acting on his behalf and are not inconsistent with these terms and conditions.

III. Parties to the contract:-

- (a) The parties to the contract are contractors and the The Haryana State Co-operative Supply & Marketing Federation limited represented by the Managing Director and/or any other person authorized and acting on his behalf.
- (b) The person signing the tender or any other document forming part of the tender on behalf of any other person or a firm shall be deemed to warrant that he has authority

to bind such other person or the firm, as the case may be. In such matters pertaining to the contract, if on enquiry, it is found that the person concerned has no such authority, The Haryana State Co-operative Supply & Marketing Federation limited represented through the Managing Director or an officer authorized and acting on his behalf may without prejudice to other civil/criminal remedies, terminate the contract and hold the signatory liable for all costs and damages.

- (c) Notices or any other action to be taken on behalf of The Haryana State Co-operative Supply & Marketing Federation limited may be given/taken by the Managing Director or any other officer so authorized and acting on his behalf.

IV. Constitution of Contractors:-

- (a) Contractors shall at the time of submission of tender declare whether they are sole proprietary concern or registered partnership firm or private limited company or a public limited company incorporated in India or a Hindu undivided family. The composition of the partnership, name of Directors of Companies and names of the Karta of Hindu undivided family shall be indicated. The contractors shall also nominate person in whose hands the active management and control of the work relating to the contract during the tenure of the contract would lie. The person so nominated shall be deemed to have power of attorney from the contractor in respect of the contract and whose acts shall be binding on the contractors.
- (b) The contractors shall not, during the currency of the contract, make, without the prior approval of the Federation, any change in the constitution of the firm. The contractors shall notify, to the Federation the death/resignation of any of their partners/directors immediately on the occurrence of such an event. In case of non receipt of such notice, the Federation shall have the right to terminate the contract.

V. Subletting:- The contractors shall not sublet, transfer or assign the contract or any part thereof without the prior written approval of the Federation. In the event of the contractors contravening this condition, the Federation shall be entitled to place the contract elsewhere on the contractor's account and at their risk and the contractors shall be liable for any loss or damage which the Federation may sustain in consequence or arising out of such replacing of the contract.

VI. Relationship with third parties:- All transactions between the contractors and third parties shall be carried out as between two principals without reference in any event to the Federation. The contractors also undertake to make third parties fully aware of the position aforesaid.

VII. Liability for personnel:-

- (i) All persons employed by the contractors shall be engaged by them as their own employees/workers in all respect and responsibility under the Indian Factories Act, or the Workmen's Compensation Act or Employees Provident Fund Act or any other similar enactment in respect of such personnel shall be that of the contractors. The contractors shall be bound to indemnify the Federation against all claims whatsoever in respect of the said personnel under the Workman's compensation Act, 1923 or any Statutory modification thereof or otherwise for or in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workman or other person whether in employment of the contractors or not. It is also expressly agreed that the Federation will be free to adjust/set off any money due to the contractors against the amount so paid or payable by way of compensation etc. by the Federation.

- (ii) The Contractor(s), being the employer in relation of labour engaged/employed by him for the said work 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 Contractor 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 labour.
- (iii) All labour shall be engaged by the Contractor as his own labour/ workers in all respects and while taking the services of labour/workers, the Contractor(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.
- (iv) The Contractor 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.
- (v) If a criminal or civil case is filed due to the negligence of Contractor 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 be borne by the Contractor.
- (vi) In case, the labour engaged by the Contractor, due to any reason, gets injured, or has fatal injury, the responsibility of giving compensation to the labour or to anybody else will rest upon the Contractor and in no case HAFED or any of its officers shall be responsible. Neither the Contractor nor anybody else on behalf of the labour shall lodge a complaint against the HAFED with any legal authority. If the Contractor or anybody else on behalf of the labour lodges a complaint against the HAFED to get any compensation from the HAFED, the claim will be treated as null and void.
- (vii) In any case, the Contractor 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 labour or other person whether in employment of the Contractor or not.
- (viii) If any labour of the contractor files a complaint against the Contractor with regard to the non-payment of wages, benefits of earned leave, bonus, or any other legally payable amount, the Contractor 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 labour shall be paid after deducting the said amount from the amount payable to the Contractor.

- (ix) Any amount spent by HAFED in payment of dues to anybody on behalf of the Contractor, will be deducted from the unpaid bills and the Security Deposit (SD) of the Contractor. If the Contractor or his labour causes any financial loss to the Department due to the negligence or irresponsibility of the contractor or if the HAFED will have to pay any rightful amount to the labours, 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 labours etc. will be deducted from the unpaid bills and the SD of the service provider. If the paid amount is more than the unpaid bills amount and the SD of the Contractor, the difference will be collected from the Contractor by taking a legal action against the Contractor.
- (x) Under no circumstances, the contractor will employ children as labour. The Contractor should take care that no person without permission will be allowed into the HAFED's premises (Godown's/Plinths) at any time.
- (xi) The labour of the Contractor will be treated as neither the permanent nor temporary employees of HAFED. Neither the labour nor the Contractor is allowed to stay within the premises of Hafed after the completion of working hours. Neither the labour nor the contractor can build any hut, shed or camp, even on temporary basis to make a residential place for the labour at any premises of the HAFED.
- (xii) All prevailing rules, regulations, guidelines, instructions etc. pertaining to labour work contract, issues by Government of Haryana through its various resolutions/ circulars/ letters, shall also be applicable to this tender.
- (xiii) The Contractor shall ensure that there is no shortage of labour at any point of time during the contract in force and the persons deployed do not have to work overtime, otherwise admissible overtime will also be payable as per rules.
- (xiv) The Contractor shall be bound to provide all necessary safety equipments for the required operations by its labour.
- (xv) The Contractor 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.

VIII. Bribe, Commission, Gift etc.:- Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the contractors or any one or more of their Partners/Directors/Agents or servants or anyone else on their behalf to any officer, servant representative, or any agent of the Federation or any person on his or their behalf for showing or for bearing favours or disfavour to any person in relation to the contract, shall subject the contractors to the cancellation of his contract or any other contract with Federation and also to payment of any loss or damage relating from such cancellation.

IX. Welfare and Health of Contract Labour:- The contractor shall comply with the provisions of the Contract Labour (Regulation & Abolition) Act, 1970 as amended up to date.

X. Period of Contract:- The contract shall remain in force for a period of **two years** i.e. from the date of awarding of this contract to **31.03.2023** or such later date as may be decided by the Managing Director and /or any other person authorized and acting on his behalf who also reserves the right:

- (i) **to extend** the period of contract for a further period maximum **upto one year**, on the same rates, and same terms & conditions.
- (ii) to terminate the contract at any time during its currency without assigning any reason thereof by giving thirty days notice in writing to the contractor/s at their last known place of residence/business and the Contractor/s shall not be entitled to any compensation by reason of such termination.

The action of the Managing Director, The Haryana State Co-operative Supply & Marketing Federation limited, Panchkula or the person authorized by him under this clause shall be final, conclusive and be binding on the contractors and shall not be called into question.

XI. Summarily Termination

- (a) In the event of the contractors having been adjudged insolvent or going into liquidation or winding up their business or making arrangements with their creditors or failing to observe any of the provisions of this contract or any of the terms and conditions governing the contract, the Managing Director or an officer acting on his behalf shall be at liberty to terminate the contract forthwith without prejudice to any other rights or remedies under the contract and to get the work done for the un-expired period of the contract at the risk and cost of the contractors and to claim from the contractors any resultant loss sustained or cost incurred.
- (b) The Managing Director or an officer authorized and acting on his behalf shall also have, without prejudice to other rights and remedies, the right, in the event of breach by the contractors of any of the terms and conditions of the contract to terminate the contract forthwith and to get the work done for the un-expired period of contract at the risk and cost of the contractors and to recover any sum or sums due for any damages, losses, charges, expenses or cost that may be suffered or incurred by the Federation due to the contractor's negligence or un-workmanlike performance of any of the services under the contract. In addition the security of the contractor shall also be forfeited.
- (c) The contractors shall be responsible to supply adequate and sufficient labour, scales, trucks/containers/any other transport vehicle for loading/unloading, transport and carrying out any other services under the contract in accordance with the instructions issued by the Managing Director or an officer acting on his behalf, if the contractor fails to supply the requisite number of labour, scales and trucks, the Managing Director or an officer acting on his behalf shall at his entire discretion, without terminating the contract, be at liberty to engage other labour, scale, trucks, etc. at the risk and cost of the contractor who shall be liable to make good the Federation all additional charges, expenses, cost of losses that the Federation may incur or suffer thereby. The contractor shall not however, be entitled to any gain resulting from entrustment of the work to another party. The decision of Managing Director or an officer acting on his behalf shall be final and binding on the contractors.

XII. Performance Security Deposit (PSD)–

- i. Prior to execution of an agreement, the successful bidder shall be required to furnish additional performance security deposit (PSD) amount @ Rs. 20 per MT of the capacity of the centre, on which no interest shall be paid and which shall be retained by HAFED till the expiry of the contract period. Further, the amount of performance security deposit shall be Rs. 30 per MT if the offered rate/finalized rate of successful bidder is equivalent or at par with the Schedule of Rates (SOR).

- ii. The PSD shall be in the form of Demand Draft in favour of “The Haryana State Cooperative Supply & Marketing Federation Ltd. (HAFED)” payable at Panchkula.
- iii. The PSD is required to be furnished within 7 days (inclusive of holidays) from the date of acceptance of the offer by HAFED.
- iv. The PSD will be released to the Contractors on due and satisfactory performance of the services and on completion of all obligations by the contractors as per the terms and conditions of the contract on production of “No Objection Certificate” from all the concerned District Offices falling under the Centre.
- 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 to any act of omission/commission on the part of the successful bidder.
 - e) In the event of termination of the contract envisaged in Clause XI, the Managing Director or an officer acting on his behalf shall have the right to forfeit entire or part of the amount of security deposited by the contractors or to appropriate the Security Deposit or any part thereof in or towards the satisfaction of any sum due to be claimed for any damages, losses, charges, expenses or cost that may be suffered or incurred by the Federation.
- vi. The decision of the Managing Director or an officer authorized and acting on his behalf in respect of such damages, losses, charges, costs or expenses shall be final and binding on the contractors.
- vii. Notice will be given to the bidder(s) with reasonable time before the Bank Guarantee is invoked and PSD deposited is forfeited.
- viii. In the event of the security being insufficient or if the security has been wholly forfeited, the balance of the total sum recoverable, as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the contractors under this or any other contract with the Federation. Should that sum also be not sufficient to cover the full amount recoverable, the contractors shall pay the Federation on demand the remaining balance due.
- ix. In case the lowest tenderer fails to deposit the requisite amount of performance security or fails to fulfil other requisite formalities, the offer may be made to the L-2 tenderer.

XIII. Liability of Contractors for losses etc. suffered by Federation

- (a) The contractors shall be liable for all costs, damages, demurrages, Warfage, forfeiture of wagon registration fees, charges and expenses suffered or incurred by the Federation due to the contractor's negligence and un-workmanlike performance or any services under this contract or breach of any terms thereof or their failure to carry out the work with a view to avoid incurrence of demurrage etc. and for all damages or losses occasioned to the Federation or in particular to any property or plant belonging

to the Federation due to any act whether negligent or otherwise of the contractors themselves or their employees. The decision of the Managing Director or an officer acting on his behalf regarding such failure of the contractors and their liability for the losses etc. suffered by the Federation shall be final and binding on the contractors.

- (b) The Federation shall be at liberty to reimburse themselves of any damages, losses charges, costs, or expenses suffered or incurred by them due to contractor's negligence and un-workmanlike performance of services under the contract or breach of any terms thereof. The total sum claimed shall be deducted from any sum then due or which at any time, hereafter may become due to the contractors under this or any other contract with the Federation. In the event, the sum which may be due to the Federation as aforesaid being insufficient the balance of the total sum claimed and recoverable from the contractors as aforesaid shall be deducted from the security deposit furnished by the contractors as specified in Para XII. Should this sum also be not sufficient to cover the full amount claimed by the Federation, the contractors shall pay to the Federation on demand the remaining balance of the aforesaid sum claimed.
- (c) In the event of the default on the part of the contractors in providing labour, weighing scales, weights etc. and/or their failure to perform any of the services mentioned in this agreement efficiently and to the entire satisfaction of the Managing Director or an officer acting on his behalf, the authorized person shall without prejudice to other rights and remedies under this agreement have the right to recover by way of compensation/liquidated damages from the contractors, a sum of rupees five hundred or such lesser sum per day or part of a day of the default as the Managing Director or an officer acting on his behalf in his absolute discretion may determine and decision of the Managing Director or an officer acting on his behalf on the questions whether the contractors have committed such default or have failed to perform any of such services efficiently and are liable to pay compensation/liquidated damages and as to the quantum of such compensation/liquidated damages subject to approval by Managing Director or an officer acting on his behalf, shall be final and binding on the contractors.
- (d) The contractors shall be responsible for the safety of the goods from the time the goods are loaded on their trucks from godowns, until they have been unloaded from their trucks at godowns or at other destinations. They shall provide tarpaulins on decks of the trucks, so as to avoid damage/loss of grains etc. through the holes/crevices in the decks of the trucks. They shall deliver the number of bags and the weight of foodgrains etc. received by them and loaded on their trucks and shall be liable to make good the value of any loss, shortage or damage during transit. The Managing Director or an officer acting on his behalf will be the sole judge for determining, after taking into consideration all the relevant circumstances, the quantum and value of loss and also as regards the liability of the contractors for such loss, and the amount to be recovered from them. The decision of the Managing Director or an officer acting on his behalf in this regard shall be final and binding on the contractors.
- (e) The contractor shall be responsible for building proper stack in block system in countable manner. In case there is any variation or improper stacking in the godowns, the contractor shall restack the same stacks within 7 days of the pointing out of the variation by the Manager. In case the contractor fails to do the needful within the given time, the Manager will be at liberty to get the work done by engaging other labour and the cost thereof shall be deducted from the sum due to the contractor under

this or any other contract with the Federation or from the security deposit furnished by the contractor.

- (f) The contractor shall be responsible for numerical shortage, if any, detected in the interior of the stacks at the time of delivery of stocks stacked by him and the losses on this account suffered by the Federation will be recoverable from the Contractor. This will be recovered from the security deposit of the contractors and if the amount of security deposit falls short of this claim then from the bills of the contractor and if still remains outstanding, then the contractor shall remit the same within 30 days of demand.

XIV. Set off:- Any sum of money due and payable to the contractors (including security deposit refundable to them), under this contract may be appropriated by the Federation and set off against any claim of the Federation for the payment of any sum of money arising out of or under any other contract made by the Contractors with the Federation.

XV. Books Examination:- The contractors shall, whenever required, produce or cause to be produced for examination by the Managing Director or an officer acting on his behalf any cost or other accounts, books of accounts, vouchers, receipts, letters, memoranda or writing or any copy of extract from any such document and also furnish information and return, verified in such manner as may be required, relating to the execution of this contract or relevant for verifying or ascertaining the cost of execution of this contract. The decision of the Managing Director or an officer acting on his behalf on the question of relevancy of any document, information or return shall be final and binding on the contractors. The contractors shall produce the required documents, information and returns at such time and place as may be directed by the Managing Director or an officer acting on his behalf.

XVI. Volume of Work:- Subject as here-in-after mentioned, the Federation do not guarantee any definite volume of work or any particular pattern of service at any time or throughout the period of contract. The mere mention of any item of work in the contract, does not by itself confer a right on the contractor to demand that the work relating to all or any item thereof, should necessarily or exclusively be entrusted to them. The Federation will also have the right to appoint one or more contractors at any time viz at the time of award to the contract and/or during the tenure of contract for any or all the services mentioned hereunder and to divide the work as between such contractors in any manner that the Federation may decide and no claim shall lie against the Federation by reasons of such division of work.

Note- Notwithstanding the number and storage capacity of the existing godowns and those expected to be constructed/acquired during the contract period, the Federation may, during the currency of the contract, take over/acquire/construct more godowns for storage as and when necessary. Alternatively, it may also be necessary for the Federation to give up or release one or more godowns out of those, or which are constructed/acquired later, during the pendency of the contract. In such an event the contract shall not be rendered void and the contractors shall not be entitled to make any claim whatsoever against the Federation for compensation, revision of rate or otherwise due to increase/decrease in the number of godowns or the storage capacity of the godowns.

XVII. Remuneration:-

- (a) The contractors shall be paid the remuneration in respect of the services prescribed in the schedule and performed by them at the contract rates.

- (b) If the contractors are required to perform any service in addition to those specifically provided for in the contract and the annexed schedule, the contractor's remuneration for the same will be paid at the rates as negotiated and fixed by mutual agreement.
- (c) The question whether a particular service is or not covered by any of the services specifically described and provided for in the contract, or is or not auxiliary or incidental to any of such services shall be decided by the Managing Director or an officer acting on his behalf, whose decision shall be final and binding on the contractors.
- (d) The contractors will have the right to represent in writing to the Managing Director or an officer acting on his behalf that a particular service which they are being called upon to perform is not covered by any of the service specifically provided for in the contract, or as the case may be, is not auxiliary or incidental to such services, provided that such representation in writing must be made within 15 days after the date of actual performance of such services. If no such representation in writing is received within the said time, the contractor's right in this regard will be deemed to have been waived off.

XVIII. Payment:-

- (a) Payment will be made by the concerned District Manager of The Haryana State Co-operative Supply & Marketing Federation limited on submission of bills in triplicate duly supported by consignee receipts/or work certificates issued by the concerned In-charge/Officer of Hafed.
- (b) The contractors should submit all their bills not later than two months from the date of expiry of the contract so that the refund of security deposit may be speeded up. In order to facilitate disposal of bills, the contractors are advised to submit their bills weekly/fortnightly.
- (c) The Contractor 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 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 Contractor and HAFED shall not be responsible for any penalty/ legal liability in this respect.
- (d) Deduction of Income Tax and surcharge, if any, applicable shall be made at source as per law. It shall be the responsibility of the Contractor to comply with the provisions of the Income Tax Act.

Note:- The Managing Director or an officer acting on his behalf may at his discretion make an 'on account' payment to the extent of 50 percent of the value of work done in cases where the contractors are not in a position to submit their final bills due to operational or any other difficulties after the satisfactory performance of the services provided in the contract. The Federation shall not be liable for payment of any interest on any bill outstanding for payment.

XIX. Delays, strikes etc.:- The contractor will not be responsible for delays which may arise on account of reasons beyond their control of which the Managing Director or an officer acting on his behalf shall be the final judge. Strikes by contractor's labour on account of any dispute between the contractors and their labour as to otherwise will not be deemed to be a reason beyond the contractor's control and the contractors shall be responsible for any loss or damage which the Federation may suffer on this account.

XX. Laws governing the contract:- The contract will be governed by the Laws of India for the time being in force.

XXI. Services to be performed by the Contractors:-

- (a) Godowns falling in the centre applied for as per Appendix-I shall be under the purview of this contract.

Note- Notwithstanding the number and storage capacity of the existing godowns and those expected to be constructed/acquired during the contract period, the Federation may during the currency of the contract, take over/acquire/construct more godowns for storage as and when necessary. Alternatively, it may also be necessary for the Federation to give up or release one or more godowns out of those, or out of those, which are constructed or acquired later, during the pendency of the contract. In such an event the contract shall not be rendered void and the contractors shall be bound to perform all the services/duties and execute all the works as per terms and conditions and rates of the contract and they shall not be entitled to make any claim whatsoever against the Federation for compensation of rates or otherwise due to increase/decrease in the number of godowns or the storage capacity of the godowns.

- (b) Remuneration for stacking in the shed/platform/ ground wherever necessary as required while performing the services of loading, unloading etc. will be deemed to be included in the relevant services and no separate remuneration will be paid for such stacking.
- (c) Kacha or interim stacking whether inside or outside the godowns wherever necessary in the services of physical verification and standardization, cleaning, drying etc. shall be deemed to be included in the relevant service and no separate remuneration for such Kacha stacking will be paid on any account.
- (d) Similarly carriage of bags, whether by change of head loads or by using hand trolleys, hand-carts or any other mode of carriage, provided by no separate remuneration will be paid for such carriage, unless otherwise provided for.
- (e) For services of standardization, re-bagging, filling of loose grain and such other allied services, bags will be supplied by the Federation. The Jute twine used for stitching of the bags after bagging /re-bagging/cleaning/ standardization. etc shall be 3 ply double up.

OTHER SERVICES

1. **Physical verification :-** The contractor shall, with their labour and scales and under their supervision, weigh such number of bags of foodgrains as may be required for physical verification, weighment for this service shall be deemed to include carrying bags from stacks to weighing scale, putting them on scales, carrying out weighment, removing bags from scales, doing Kacha stacking inside or outside the godowns as and where necessary, carrying the weighed bags and stacking them as directed by the Managing Director or an officer acting on his behalf.
2. **Standardization :-**The contractor shall with their labour and scales and under their supervision, standardize such number of bags of foodgrains as may be required by the Managing Director or an officer acting on his behalf. Standardization shall be deemed to include carrying bags from stacks to weighing scale, cutting open the mouth of bags, putting bags on the scales, putting in or taking out grains from each bag as may be necessary in order that each bags contains the standard weight of foodgrains fixed by the Managing Director or an officer acting on his behalf, removing the bags from

the scale, re-stitching the bags with atleast 16 stitches/or machine stitching on each bag, doing Kacha stacking inside or outside the godowns and where necessary, carrying the standardized bags and stacking or loading into trucks or any other vehicles as directed. When the standardized bags are not required to be stacked or loaded, such bags shall be left in a countable position on the floor of the godowns. The standardized bags shall be stacked in the same godown or in another godown as directed by the Managing Director or an officer acting on his behalf. In all cases, payment will be done for actual number of bags received after standardization.

3. **Filling gunnies with loose grains to the prescribed weight with stitching and stacking/loading/delivery:-** Contractors shall, where necessary, make heap (or Palla) of any loose grains, sweepings, damaged grains etc. available in the godown or anywhere else and fill the same into empty gunny bags. The filled bags shall be carried to scales, brought to the prescribed standard weight, stitched with atleast 16 stitches/or machine stitched and stacked or dispatched/delivered as required.
4. **Cleaning:-** The contractors shall as and when required, with their labour, clean the foodgrains, sweepings etc. Cleaning shall be deemed to include de-stacking the bags weighing them to ascertain the pre-cleaned weight, carrying them to the place assigned for cleaning and subject to such process as winnowing, shifting, passing through the sieves or other method of cleaning as cleaning by machines etc. removing the cleaned grains, filling the grains in bag, weighing them to a standard weight prescribed by the Managing Director or an officer acting on his behalf, stitching the bags firmly with atleast 16 stitches/machine stitching and carrying the standardized bags and stacking or loading them into trucks/transport vehicles as directed, collecting the refractions, filling them into bags as directed, weighing them and stacking them or loading/delivering them as directed. Payment will be made only for the number of bags received after cleaning and standardization. No separate payment for the bags filled with refractions will be made.
5. **Drying of damaged foodgrains:-**The contractors shall undertake drying of damaged foodgrains whenever required. Drying shall be deemed to include godown, cutting open the mouth of the bags, spreading the foodgrains inside or outside godown and after drying making them into Palla, filling loose grains into empty gunnies up to a prescribed weight, stitching and stacking the bags in the same or another godown or loading/delivering them as directed. If weighment is required to be done before cutting open the bags it will be paid for separately. Payment under this service will be made only for the number of bags received after drying and standardization.
6. **Re-bagging:-**The contractors shall re-bag loose grains or the contents of unserviceable bags into new bags supplied by the Federation. Re-bagging shall be deemed to include breaking the stacks, emptying contents of unserviceable gunnies, making a Palla, if necessary, filling new bags upto a prescribed weight, stitching them, doing kacha stacking inside or outside godown as and when necessary and stacking them or delivering/dispatching as directed.
7. **Breaking of stacks and restacking:-** The contractors shall as and when required remove the bags from any stack(s) in the godown and restack in the same or another godown.
8. **Collection of Scattered bags:-** The contractors shall as and when required collect the scattered bags from godown and stack them in the same or another godown.

9. **Bundling of empty gunnies:-** The contractors shall collect the empty gunnies released after various operations, re-bagging, cleaning etc. and bundle them into bundles of 25 or 50 each as directed by the Managing Director or an officer acting on his behalf. The bundles shall be neatly made to allow verification, and the twine required for tying or stitching the outer surface of the bundles shall be supplied by the contractor. The bundles so made shall be carried to the place assigned for storage of empty gunnies and stacked in accordance with the instructions of the Managing Director or an officer acting on his behalf. The remuneration for this service shall be deemed to be inclusive of the cost of twine required to be supplied by the contractors.
10. **Supply of casual labour :-** The contractors shall provide such number of male or female casual labourers whenever asked to do so at short notice during day or night by the Managing Director or an officer acting on his behalf. The payment of casual labour wage shall not be less than the minimum statutory rates fixed by the appropriate authority for the material period as fixed wage per male/female casual labour per day. However, it will not entitle the contractor to claim any increase during the currency of the contract. The labour so supplied can be asked to do fumigation, brushing, dusting, spraying with foot pumps, whenever necessary.
11. **Miscellaneous**
- (i) The contractors shall (a) load and (b) unload and stacks the wooden crates whenever required.
- (ii) The contractors shall (a) load and (b) unload and stack the tarpaulins, gunny bales and fumigation cover etc., whenever required.
- Note.** (a) Loading includes removing of wooden crates, tarpaulins, gunny bales and fumigation covers etc., from stacks/godowns/platform and loading into trucks/containers.
- (b) Unloading and stacking include unloading from Truck/Containers and stacking in the godown or platform.

XXII. Duties And Responsibilities of the Contractor

1. The contractors shall carry out all items of services assigned or entrusted to them by the Managing Director or an officer acting on his behalf and shall abide by all instructions issued to them from time to time by the said officer. They shall render the services to the satisfaction of the Managing Director or an officer acting on his behalf together with such auxiliary and incidental duties, services and operations as may be indicated by the said officer(s) and are not inconsistent with the terms and conditions of the contract. Some of such auxiliary and incidental duties are mentioned below. Remuneration for all auxiliary and incidental duties and services not specifically provided for in the 'Schedule of Rate for Services' shall be deemed to be included in the remuneration provided for various services specially mentioned in the schedule. The contractors shall always be bound to act with reasonable diligence and in businesslike manner and to use such skill as they possess in the conduct of their activities.
2. The contractors shall engage competent and adequate staff and labour to the satisfaction of the Managing Director or an officer acting on his behalf for ensuring efficient handling and transport of foodgrains etc. and furnishing correct and upto-date position /information/progress of work, statements and accounts. The contractors shall be responsible for the good conduct of their employees and shall compensate the

Federation for losses arising from neglect, carelessness, want of skill or misconduct of themselves, their servants or agents or representatives. The Managing Director or an officer acting on his behalf shall have the right to ask for the dismissal of any employee of contractors, who, in his opinion, is hampering the smooth execution of the work and his decision regarding losses caused by neglect and misconduct etc. of the contractors, their servants or agents or representatives shall be final and binding on the contractors.

3. The contractors shall inform the Managing Director or an officer acting on his behalf, the name of one or more responsible representative(s) authorized to act on their behalf in day-to-day working of the contract. It shall be the duty of those representative(s) to call at the office of the Managing Director or an officer acting on his behalf, everyday and generally to remain in touch with them, to obtain information about the programme of arrivals and dispatches to various recipients and other godown activities and to report the progress of loading/transport work etc. and generally to take instructions in the matter.
4. The contractors shall take adequate steps and necessary precautions to avoid wastage and damage to foodgrains etc. during the loading/unloading into trucks/containers/ any other transport vehicles at the godowns or any other loading/unloading point. The contractors shall be liable for any loss, which the Federation may suffer because of the bags not being properly handled. The decision of the Managing Director or an officer acting on his behalf regarding such loss shall be final and binding on the contractors. They shall spread their own tarpaulins or gunny palas at the loading/unloading points to avoid wastage and damage.
5. The contractor shall provide sufficient number of tarpaulins for each truck/any other transport vehicle to cover the bags of foodgrains etc. during the rains and shall be responsible, if the foodgrains etc. are damaged by rain because of their (Contractors) failure to supply adequate number of tarpaulins or to take reasonable precautions. The decision of the Managing Director or an officer acting on his behalf in this matter shall be final and binding on the contractors.
6. The contractors shall provide their own planks and supporting bags to serve as ladder for the purpose of loading/unloading into/from trucks/containers or stacking. No grain etc. filled bags shall be used in this operation.
7. The contractors shall ensure that their labour do not use large hooks for handling of foodgrain bags or any hook for handling of flour and sugar bags at any stage. The use of hooks, other than those approved by the Managing Director or an officer acting on his behalf, for foodgrains will render the contract liable to cancellation. The contractors shall also be liable to make good to Federation, any loss caused by the use of unauthorized hooks. The decision of the Managing Director regarding such losses shall be final and binding on the contractors. The contractors shall supply small regulation size hooks approved by the Managing Director or an officer acting on his behalf to their labour for handling of foodgrain bags.
8. The contractors shall obtain from the Managing Director or an officer acting on his behalf particulars of consignments, expected to be received and/or proposed to be dispatched from/at godowns, as the case may be. In case of emergency, the contractors shall be required to take delivery or arrange dispatch of consignment of foodgrains etc. at short notice and they shall be bound to comply with such requests.

9. The contractors shall provide adequate number of stitchers and sweepers at their own cost at all loading/unloading and other operation points to carry out minor repairs to leaking bags with twine to be supplied by the Federation. The twine provided should be three ply doubled up.
10. The contractors shall collect all sweepings and spilling of foodgrains from floors, loading/unloading points, and fill them after cleaning, if necessary, in slack bags or in other empty bags supplied by the Federation and firmly stitch them with atleast 14 stitches/or by machine stitching. The twine for this purpose shall be 3 ply double up and shall be provided by the Federation.
- 11.a) The contractors shall be required to restack the bags without payment of any extra charges if directions for stacking the bags are not observed by them or if the stacking is faulty and not to the satisfaction of the Managing Director or an officer acting on his behalf. The contractor shall be responsible for any loss, which the Federation may suffer because of the bags not being properly stacked. The decision of the Managing Director or an officer acting on his behalf regarding such loss shall be final and binding on the contractors.
- b) The contractors shall at the time of standardization, cleaning etc. ensure that the mouth of each bag is cut open cautiously and with utmost care so as to avoid any damage or loss to the bags and wastage of foodgrains. The contractors shall be liable for any loss to the Federation on this account and the decision of the Managing Director or an officer acting on his behalf in the matter shall be final and binding on the contractors.
- c) The contractors shall carry empty bags from the gunny storage godowns or from any other place indicated by the Managing Director or an officer acting on his behalf to place(s) of operations for bagging, re-bagging etc. and no extra remuneration for such carriage of empty bags will be payable on any account.
12. In carrying out the various operations involving carriage of bags inside or outside godowns, it is desirable to use wheeled contrivances like hand-trolleys progressively introduced for the elimination of lot of the labourers. The contractors at their own cost will supply such hand trolleys or wheel contrivances to the labourers. No extra remuneration whatsoever for such use of hand trolleys etc. for carriage of bags will be payable as it shall be deemed included in the rates provided for the relevant services.
13. The contractors shall be responsible for keeping a complete and accurate account of all supplies of foodgrains etc. and empty gunny bags received by them from the Federation and shall render account and furnish return and statements in such manner as the Managing Director or an officer acting on his behalf may prescribe from time to time.
14. The contractors shall be responsible for the safety of goods while in transit in their trucks/any other transport vehicles and for delivery of quantity dispatched from the godowns, etc. as the case may be to the destination or the recipient to whom the grains etc. are required to be transported by the contractors. They shall provide tarpaulins on deck of the trucks, to avoid loss/damage of grains etc., through the holes/crevices in the decks of the trucks. They shall also exercise adequate care and take precaution to ensure that the foodgrains bags are not damaged while in transit in their trucks/any other vehicle. They shall deliver the number of bags and the weight of foodgrains etc. received by them and loaded on their trucks.

15. The contractors shall be responsible for performing all or any of the services detailed in and arising out of this contract also at night without any additional remuneration whenever required by Managing Director or an officer acting on his behalf.
16. The contractor shall, when required, supply Petromax lamps for carrying out work during night. The actual charges not exceeding Rupee ten per night/day per light hired by the Contractors for working at night or during day time in such godowns which are insufficiently lighted, will be paid by the Federation on submission of bills supported by relevant vouchers in original. The bills for hire charges for lights will be required to be certified by the concerned HAFED Manager/Incharge.
17. The contractors shall be liable for all costs, damages, charges and expenses suffered or incurred by the Federation due to the contractor's negligence and un-workman like performance of any service under this contract or breach of any terms thereof or their failure to carry out the work with a view to avoid incidence of demurrage, warfage etc. and for all damages or losses caused to the Federation or particular to any property or plant belonging to the Federation due to any act whether negligent or otherwise of the contractors themselves or their employees. The decision of the Managing Director or an officer acting on his behalf regarding such failure of the contractors and their liability for the losses, etc. suffered by the Federation shall be final and binding on the contractors.
18. The contractors shall provide and maintain correct weights and scale and carry out all the weighment accurately. Managing Director or an officer acting on his behalf shall have the right to check the weights, scales and weight of any bag or bags or to open any bag for examination.
19. Deduction of EPF, as applicable as per EPF Act shall be made from the labour bills.
20. The contractor will provide the complete addresses of the labourers /persons engaged for the various operations in or outside the godowns and will submit the details of salaries/wages paid to his workers duly verified from the Manager HAFED concerned within 7 days of the next month of the work done. In case of labour & construction society, the concerned society will submit the list of its members who work as labourer. The list should be duly verified from the concerned Manager and Field Inspector, HAFED. In case the list is not supplied then the EPF will be deducted as per rules.
21. **Income Tax:** Deduction of income tax & surcharge, if any, shall be made at source as per Income Tax Act. Any other statutory deductions imposed under any Act will be applicable on the contract.

XXIII. Other Terms and Conditions

- (i) All the instructions contained in the Tender document are important and required to be complied with.
- (ii) The bid document is not transferable in any case.
- (iii) An affidavit regarding non-black listing/non-prosecution is required to be given/uploaded as per Appendix-III.
- (iv) The Contractor shall ensure that the labour deployed by it at various storage locations of HAFED for the handling of foodgrains and other operations shall 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.

- (v) The tender without earnest money deposited online or short of it shall not be entertained and rejected straightway.
 - (vi) 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.
 - (vii) 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.
 - (viii) The tender shall remain valid and open for acceptance for a period of 30 days from the last date of submission of tender.
 - (ix) 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.
 - (x) HAFED reserves the right to negotiate the rates received in the e-tender. In case, the negotiated rates are not reasonable, HAFED may cancel the tender.
 - (xi) If the successful bidder(s) after depositing security and entering into an agreement with HAFED, fails to undertake the work or refuses to work or make default in proper fulfilment of the conditions of the Agreement, or leave the work in between, the security deposited by him shall stand forfeited and 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 Contractor at the risk and cost of the defaulting Contractor, by servicing him with one day’s notice and in that case extra amount incurred by the HAFED shall be recoverable from the defaulting Contractor from his security and pending bills, if any.
 - (xii) The jurisdiction of court in case of any dispute in between the procuring entity and the service provider(s) will be at Panchkula, Haryana.
 - (xiii) Any corrigendum and addendum will be displayed only on websites www.hafed.gov.in and www.etenders.hry.nic.in.
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APPENDIX-I

The district-wise centre-wise details of godowns and CAP storage locations are as under:

Sr. No.	District	Sr No.	Centre	Sr. No.	Name of PEG Godown	Capacity (In MT)
1	Fatehabad	1	Jakhal	1	Hafed 9 Years PEG Jakhal	10000
				2	Natha Singh Kaler PEG, Talwara, Jakhal	25000
				3	Sanjay Kumar PEG Sadanwas, Jakhal	15690
				4	Hafed 7 Year PEG Jakhal	10120
			Total			60810
		2	Tohana	1	Bharat Stroage PEG Chander Kalan Tohana	26670
				2	Kamlesh & Rajesh Rani PEG Nangli Tohana	10000
				3	Vineet Kumar Bhutani PEG Damkora Tohana	10000
				4	Rajwanti Vidhya Devi PEG Samain Tohana	24630
				5	Balaji Storage Sulehra Tohana	43330
				6	Hafed Complex, Tohana	15000
			Total			129630
2	Faridabad	1	Palwal	1	Ranbir Singh & others, Khajurka (Palwal)	15000
				2	Ved Ram Sumer Singh, Chandhat (Palwal)	16475
				3	Asha Devi, Dakora (Hodal)	5000
			Total			36475
3	Karnal	1	Nilokheri	1	Pooja Plinth (3 year guarantee CAP)	9520
			Total			9520
4	Sonepat	7	Kharkhoda	1	Nirmalesh PEG, Nirthan (10 Year)	15030
			Total			15030
5	Y.Nagar	8	Jagadhari	1	Hafed PEG, Jagadhari	6670
				2	Hafed Complex , Jagadhari	6500
				3	Pvt. Hired Godown, Gulab Nagar	12500
				4	M/s Yamuna Storage, PEG, Bal Chapper	12000
				5	M/s Sudesh Rani, PEG Topra Kalan	20000
			Total			57670

APPENDIX- II

SCHEDULE OF RATES FOR SERVICES

Sr. No.	Description of service	Rate per 100 bags of foodgrains for the filling upto 50 Kgs. (In Rs.)
1.	Unloading of foodgrains from Cart/trucks and stacking thereof in the godowns	35.00
2.	Lifting and carrying of Rice bags from temporary stacking yard and stacking thereof in the godowns upto 75 ft distance.	35.00
3.	Lifting and carrying of foodgrain stocks from temporary stacking yard and stacking in to the godowns for distance more than 75 ft, but upto 150ft.	45.00
4.	De-stacking and loading of food grains into carts/trucks	30.00
5.	Changing of bags(re-conditioning of bags) including paltai into another, opening, sewing and weighment.	20.00
6	Removing of bags from platform/road and stacking in the godown:- a) Without weighment b) Including weighment on beam scale/platform scale	10.00 15.00
7.	Unloading of Rice of the Rice Miller and Temporary stacking thereof in temporary stacking yard for inspection and 10% test weighment	50.00
8.	Loading of Rice stocks from temporary stacking yard and loading into trucks/ carts in case of rejection of rice stocks.	25.00
9.	a) Sutli for re- bagging (Flat rate) b) Machine stitching (Flat rate)	15.00 75.00
10.	Stacking of reconditioned bags in the same godown.	6.50
11.	Loading of reconditioned bags into carts/trucks.	6.50
12.	Sewing after Pura Karai (bringing to standard weight) when re-bagging is not involved, including weighment.	20.00
LOCAL CARTAGE:		
13.	a) Shifting of bags from one stack to another stack in the same godown, where carriage is not involved. b) Where carriage is involved	16.50 23.00
14	Shifting of bags from one godown to another godown including cartage (upto 500 metres-no premium allowed).	37.50
15.	Removing out of godowns, weighing on platform/beam scale and restacking in godown after P.V. of stocks.	16.00
16.	Collection of loose/spilled grains Cart/truck/godown cleaning and filling in bags upto prescribed weight including weighment and sewing.	35.00

BARDANA:		
17.	Unloading of gunny bales from Carts/trucks and Stacking in godown up to minimum 3 layer height. i) Jute ii) HDPE	2.50 per bale 1.00 per bale
18.	Breaking of stack and loading of gunny bales into Truck/Carts. i) Jute ii) HDPE	3.00 per bale. 1.40 per bale.
19.	Collection of loose gunnies, bundling them i.e 25 gunnies in a bundle, tying/sewing of bundles including cost of sutli and stacking in designated area or loading into transport vehicle.	10.00 per bundle
20.	Loading of bundles into trucks/carts etc.	5.00 per bundle
MISC.		
21.	Unloading of wooden crates from Trucks/Carts and placing in countable manner in godown/plinth.	1.00 per crate (Flat rate)
22.	Loading of wooden crates into truck/carts etc.	1.00 per crate (Flat rate)
23.	Unloading of tarpaulins/ poly, covers from Transport vehicle and stacking in godown etc. in countable manner.	1.00 per unit (Flat rate)
24.	Loading of tarpaulins/polythene covers into trucks/carts etc.	1.00 per unit (Flat rate)
25.	Local cartage of wooden crates Tarpaulins/Polythene covers.	20.00 per hundred unit

Note-I:-

1. No compensation shall be admissible to the contractors on account of non-availability of work sufficient to engage the number of trucks/carts or any other vehicle/labour specified in any programme issued by the Managing Director, The Haryana State Co-operative Supply & Marketing Federation limited, or an officer acting on his behalf.
2. The weight of bags of foodgrains etc. loaded/unloaded, into/from trucks/carts or any other vehicle at the godowns / other loading and unloading point(s) shall be worked out on the basis of cent percent weighment, or 10 per cent if the bags are standardized before being loaded/unloaded. The representative of the contractors shall be present at the time of checking of weights at the loading/unloading points etc.
3. A bag of paddy weighing upto 35 Kg. shall be treated at par with that of a bag of wheat having 50 Kg packing for handling operations only. However, variation of 5% either side in the weight of paddy bags is permissible.
4. No compensation shall be admissible to the contractor in respect of the detention of truck/any other vehicle at godowns, railway station/railway siding or any other loading/unloading point(s) or any other place(s) unless such detention be of extra ordinary kind and the decision of the Managing Director, The Haryana State Co-operative Supply & Marketing Federation limited on all such claims shall be final, both as regards the admissibility and the amount, if any, of the compensation.

Note-II-

No charges other than those mentioned above shall be payable in respect of the services described in the schedule of services or any other duties, services and operation which are auxiliary and/or incidental to Principal services.

APPENDIX-III

AFFIDAVIT

(To be furnished on non-judicial stamp paper of Rs. 10/- duly notarized/attested by the Executive Magistrate)

I son/daughter/wife of Sh. Owner/ Partner/ Director of Firm/Company/Cooperative Society do hereby solemnly affirm, declare and undertake as under:-

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 trained labour/manpower/machinery as per requirement.
6. I (Name) Owner/Partner/Director of (Name of Firm/ Company/ Cooperative Society) do hereby solemnly affirm and declare that the individual/ firm/ company /cooperative society is 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 during the last five years.
7. That any contract of our firm/ company/ cooperative society has not been terminated before expiry of contract period and Security Deposit/ EMD has not been forfeited by HAFED or any other public sector/ Govt./ Quasi-Govt. Organization/ any other client during the last five years.
8. That the Proprietor/Partner/Director (as applicable) of our firm/company/cooperative society has never been prosecuted by any judicial court for any criminal breach of trust.

Place:

DEPONENT

Dated:

VERIFICATION

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

Place:

DEPONENT

Dated:

APPENDIX-IV

TECHNICAL BID FOR LOADING/ UNLOADING AND HANDLING OF FOOD GRAINS BELONGING TO FCI STORED IN GODOWNS AND CAP STORAGE.

(To be filled in by the Tenderer)

Name of Centre(s) applied for _____

1. Name and address of tenderer

Mobile No.

Phone No.

E-mail ID

Date of Birth of the tenderer:

2. **Composition of Tenderer:-** It should be stated whether the tenderer is a Hindu Joint Family business, proprietorship concern or registered partnership firm or a Limited Company or a Cooperative Society, the authorized and paid up capital should be stated:

3. **Business in which the tenderer is employed:-** The nature of business in which the tenderer or partner of the tender's firm are engaged should be stated together with particulars of where Head Office, branches, if any, are located:

i) Nature of Present Business

ii) Head Office Address

4. **Information regarding Income Tax:-**

PAN No.: _____.

(Enclosed a self-attested copy of PAN Number along with ITRs for the last three years)

5. **TECHNICAL EXPERTISE**

I. WORK EXPERIENCE:

(Enclose Experience Certificate issued from the Competent Authority for handling of food grains from Food Grains Handling Agency/Government Department/PSU/ Public Limited Company. However to be eligible, the Firm/Company/Cooperative Society should have at least 3 years experience.)

Sr. No.	Name of client served	Contract period	Product handled	Volume in MT	Value of contract executed (Rs.)

- II. Whether your firm/company is blacklisted by HAFED or any other Public Sector/ Govt./Quasi-Govt. Organization/ any other client. Yes/No
(Enclose Affidavit as per Appendix-III)
- III. Whether your contract was terminated before expiry of Contract period or Security Deposit/EMD forfeited by HAFED or any other public sector/Govt./Quasi-Govt. Organization/any other client. Yes/No
- IV. Whether penalties were imposed by HAFED during any previous/existing Contract whose value exceeded 10% of the value of the contract. Yes/No
- V. Whether proprietor/partner/Director (as applicable) has been prosecuted by any judicial court for any criminal breach of trust. Yes/No

6. DETAILS OF SISTER CONCERNS

- (a) Name & Address: 1.
.....
2.....
.....
- (b) Activities carried out by Sister Concerns
- (c) Names, address & Telephone Nos. of Proprietors/Directors/Partners of Sister Concern.
- The blacklisted parties by HAFED or Govt./Quasi Govt. Organization will not be eligible.
 - The parties whose EMD is forfeited by HAFED will not be eligible.
 - HAFED reserves the right not to consider parties having any dispute with HAFED in order to protect its interest.

7. OPERATIONAL PRESENCE AND INFRASTRUCTURE

Details of branch offices in the Haryana State:-

District	Office Location/Address	Contact details

8. FINANCIAL SOUNDNESS:

i) Name of bankers, addresses & Telephone Nos.

ii) Details of credit limits/facilities enjoyed
(Please give certificate from the Bank)

Sl. No.	Name of the bank	Account Number	Type of account (i.e. savings/ current/ cash credit / overdraft, etc.)	Amount of Credit Limit sanctioned (Rs.)

iii) **Details of solvency of the Firms as assessed by bank:-**

Name of the Bank	Amount of Solvency Certificate (Rs.)	Date of solvency certificate

(Please give solvency certificate from the Bank giving the amount issued not earlier than three months from the date of application.)

iv) Turnover and Profits/Loss during the last 3 Years:-

Year	Turnover	Gross Profit	Net Profit
2017-18			
2018-19			
2019-20			

(The balance-sheets for the years 2017-18 to 2019-20 duly audited by a Chartered Accountant to be attached with UDIN Number.

v) **Details of immovable property/assets owned by Firm/ Proprietor/ Directors/ Partners:-**

Sr. No.	Type of Property/ Asset	Identification No. with address	Owned in the name of	Present value (Rs.)

Add Notary Attested copy of the Registration Deed or Jama Bandi of the land and documentary proof of other immovable properties/assets.

OR

ENCLOSE A DECLARATION IN THE SHAPE OF AFFIDAVIT AS UNDER:

“I/We hereby solemnly declare that I/We Proprietor/Director/Partner/Firm do not own any property.”

9. List of partners/ Directors to be enclosed as per Annexure 'A'.
10. **LIST OF ENCLOSURES**
- | | | |
|----|--|---------|
| A | Self-attested copy of Partnership deed, Registration of firm and Power of Attorney in case of Partnership firm/Memorandum & Articles of association in case of Company/Bye-laws etc. in case of cooperative society. | Yes/No |
| B. | Authorization letter for signing the tender form | Yes/No |
| C. | Experience certificate as per requirement | Yes/No |
| D. | Bank Statement for the last 6 months from Banker(s) | Yes/No |
| E. | Solvency Certificate issued by any scheduled bank | Yes/No |
| F. | Copy of the registration deed of any commercial property owned by the tenderer/partner with valuation report (duly notarized) | Yes/No |
| G. | Details of any other Assets with proof | Yes/No |
| H. | Copy of Income Tax returns for the last 3 years | Yes/ No |
| I. | Copy of PAN Card and GST Registration Certificate | Yes/ No |
| J. | Copy of Registration under Labour Department | Yes/No |
| K. | Copy of the EPF and ESI Registration No. | Yes/ No |
| L. | Duly audited Balance sheet of last three years with Audit Report with UDIN Number. | Yes/No |
| M. | Duly audited P&L account of last three years with Audit Report with UDIN Number | Yes/ No |
| N. | Certificate regarding compliance of EPF, ESI, Labour welfare fund & GST, etc. for the last three financial years issued by a Chartered Accountant | Yes/ No |
| O. | Certificate from the Bank reg. credit limits enjoyed | Yes/No |
| P. | Affidavit regarding non-black listing of the bidder as per Appendix-III | Yes/No |
| Q. | Complete tender document and all enclosures (duly self-attested under seal) | Yes/No |

Signature:.....

Name :

Capacity in which
Signing

Name of the Firm:

.....

.....

Stamp of the Firm:.....

ANNEXURE-‘A’
List of Partners/ Directors

Sl. No.	Full Name of the Partner/ Director
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	

I/We hereby solemnly declare that the Proprietor/Partner/Director of this Firm/ Company mentioned at Sl. Nos. is/are common/not common (Strike off whichever is not applicable) with any other Firm/Company who has applied for pre-qualification against same advertisement. In case of common Proprietor/Partner/Director in other firm who has also applied for pre-qualification against same advertisement, please mention the name of the Firm/Firms.

(Signature & Seal)
(Authorized Signatory)

APPENDIX-V

PERFORMA FOR FINANCIAL BID

I/We offer to provide services as per the terms and conditions of this tender document on the following rates:-

Sr. No.	Name of Centre	Rate quoted (in Percentage at par or above the Schedule of Rates of Services as given at Appendix-II)
1.		
2.		
3.		

Note: The bidder is required to quote the rate (only for the centre(s) for which he has applied) in percentage at par with the Schedule of Rates (i.e. zero (0) percent) or any percentage value above the Schedule of Rates (i.e. more than zero percent). The “Schedule of Rates of Services” has been given at Appendix-II. The percentage value to be quoted should be in whole number (without decimals) such as 1, 2, 3 and so on.

Signature of Tenderer/Authorized Signatory

Full name of Tenderer/ Signatory