



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



### **NOTICE INVITING E-TENDERS**

#### **FOR CONSTRUCTION OF COVERED GODOWNS UNDER SEVEN YEARS GUARANTEE SCHEME.**

The Haryana State Cooperative Supply and Marketing Federation Limited (HAFED) invites E-tenders for construction of covered godowns under seven years guaranteed Scheme.

The tender document containing eligibility criteria and other terms & conditions is available at Haryana Single e-procurement portal at <https://etenders.hry.nic.in> and Hafed website [www.hafed.gov.in](http://www.hafed.gov.in). The period of downloading of tender document & bid submission starts from **15.06.2021 at 03.00 PM** and upto **02.00 PM** on **06.07.2021** through e-procurement portal as mentioned above. The technical bid will be opened on **06.07.2021 at 04.00 PM** at Hafed Corporate Office, Sector-5, Panchkula. The interested bidders must remit the requisite fees and deposit EMD online as per the details given in this Model Tender Document.

The selected beneficiary in this tender may take benefit of interest subvention under the Central Sector Scheme that is Agriculture Infrastructure Fund Scheme of Government of India for construction of godown.

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

**MANAGING DIRECTOR**

### **DETAILED NOTICE INVITING TENDER**

Hafed invites e-tenders for construction of covered godowns under seven years guaranteed Scheme :-

Sr. No.	Name of Work	EMD to be deposited	Tender Document Fee and E services fees	Start Date & Time of Bid Preparation & Submission	Expiry Date & Time of Bid Preparation & Submission
1.	Construction of covered godowns	Rs. 20/- per MT.	9000/-+1000/- =Rs.10000/-	15.06.2021 at 03:00 PM	06.07.2021 at 02 :00 PM

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

- The payment for Tender Document Fee and Processing Fee shall be made by the bidders online directly through Debit Cards & Internet Banking Accounts and the payment for EMD can be made online directly through RTGS/NEFT or OTC Please refer to 'Online Payment Guideline' available at the Single e-Procurement portal of GoH (Govt. of Haryana) and also mentioned under the Tender Document.**
- Intending bidders will be mandatorily required to online sign-up (create user account) on the website <https://etenders.hry.nic.in> to be eligible to participate in the e-Tender. **He/ She will be required to make online payment of required EMD in due course of time. The intended parties fails to pay EMD fee under the stipulated time frame shall not be allowed to submit his/her bids for the respective event/Tenders.**
- The interested bidders must remit the funds at least T+1 working day (Transaction + One Day) in advance as given under Key Dates **and make payment via RTGS/ NEFT or OTC to the beneficiary account number specified under the online generated challan. The intended bidder/agency thereafter will be able to successfully verify their payment online, and submit their bids on or before the expiry date & time of the respective events/Tenders at** <https://etenders.hry.nic.in>
- The interested bidders shall have to pay mandatorily Processing Fee of Rs 1000/- and document fee of Rs. 9000/- (Non refundable) online by using the service of secure electronic gateway. The secure electronic payments gateway is an online interface between bidders & online payment authorization networks.

5. The Payment for Earnest Money Deposit (EMD) of Rs.20/- per MT can be made by eligible bidders online directly through online system.
6. The interested bidders must remit the funds at least T+1 working day (Transaction + One Day) in advance before the expiry date & time of the respective events. And make payment via RTGS/NEFT to the beneficiary account number specified under the online generated challan.

**Important Note:**

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

**INSTRUCTIONS TO BIDDER ON ELECTRONIC TENDERING SYSTEM**

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

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

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

**2. Obtaining a Digital Certificate:**

- 2.1 The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.
- 2.2 A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital

certificate can be issued. For more details please visit the website – <https://etenders.hry.nic.in>

- 2.3** The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from.
- 2.4** The bidder must ensure that he/she comply by the online available important guidelines at the portal <https://etenders.hry.nic.in> for Digital Signature Certificate (DSC) including the e-Token carrying DSCs.
- 2.5** Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during the stage of bid preparation. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).
- 2.6** In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.
- 2.7** In case of any change in the authorization, it shall be the responsibility of management/ partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person/ user on behalf of the firm/ company. The procedure for application of a digital certificate however will remain the same for the new user.
- 2.8** The same procedure holds true for the authorized users in a private/ Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.
- 3. Pre-requisites for online bidding:**
- In order to operate on the electronic tender management system, a user's machine is required to be set up. A help file on system setup/Pre-requisite can be obtained from NIC or downloaded from the home page of the website - <https://etenders.hry.nic.in> The link for

downloading required java applet & DC setup are also available on the Home page of the e-tendering Portal.

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

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

**5. Download of Tender Documents:**

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

**6. Key Dates:**

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

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

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

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

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

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

## 8. **ASSISTANCE TO THE BIDDERS**

For queries on Tenders Haryana Portal, Kindly Contact

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

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

Mobile:88262-46593

Email:-support.etender@nic.in

For any technical related queries please call at 24x7 Help Desk number

0120-4001002,0120-4200462,0120-4001005,120-6277787

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

### **Timing:**

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

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

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

### **NOTE:-**

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

***(Online Payment Guidelines)***

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

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

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

## **Operative Procedures for Bidder Payments**

### **A) Debit Card**

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

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

### **B) Net Banking**

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

- (i) Bidder selects Net Banking option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount to be paid by bidder.
- (iii) Bidder clicks on "Continue" button
- (iv) The e-Procurement portal takes the bidder to Net Banking payment gateway screen displaying list of Banks
- (v) Bidder chooses his / her Bank
- (vi) The Net Banking gateway redirects Bidder to the Net Banking page of the selected Bank
- (vii) Bidder enters his account credentials and confirms payment
- (viii) The Bank verifies the credentials and confirms with "successful" or "failure" message to the Net Banking gateway which is confirmed back to e-Procurement portal.
- (ix) The page is automatically routed back to e-Procurement portal
- (x) The status of the payment is displayed as "successful" in e-Procurement portal.
- (xi) In case of successful payment, a success message along with unique transaction ID is passed on to e-Procurement system. The e-Procurement portal shall store the unique transaction number in its database alongwith the date and timestamp.

- (xii) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

### **C) RTGS/ NEFT**

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

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

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

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

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

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

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

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

The procedure for paying through OTC mode is as follows:

- (i) Bidder selects over the counter remittance option in e-Procurement portal.



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

**THE HARYANA STATE COOPERATIVE SUPPLY AND MARKETING FEDERATION LIMITED (HAFED)**

**DETAILED NOTICE INVITING E-TENDER**

E-Tenders are invited under two-bid system from bidders who owns Land or holding land under Registered Lease Deed for a minimum period of 10 years from the date of submission of Bid with permission to construct covered godowns for Storage Requirements to be managed and supervised by HAFED for a Guaranteed Lease period of seven (7) years on Build, Own & Operate lease only (i.e. without services) basis for 2,65,000 MT capacity for storage of food grains at the following locations:

**PROPOSED LOCATION FOR AGRI ENTREPRENURES**

Sr.No.	Name of district	Name of Mandi (Location)	Capacity (in MT)
1	Fatehabad	Tohana	15,000
2	Jind	Narwana	15,000
		Safidon	15,000
3	Karnal	Assandh	20,000
4	Kaithal	Kaithal	20,000
		Pundri	20,000
5	Kurukshetra	Pehowa	20,000
		Babain	20,000
		Ismailabad	20,000
6	Panchkula	Raipur Rani	20,000
7	Rewari	Rewari	15,000
8	Sirsa	Dabwali	15,000
		Rania	15,000
		Nathu Sari Chopta	15,000
9	Yamunanagar	Khizrabad	20,000
	<b>TOTAL</b>		<b>2,65,000</b>

- Offers for smaller capacity then as mentioned above at any location will not be considered.
- Bidder may take benefit of Central Sector Scheme Agriculture Infrastructure Fund Scheme of Government of India.
- Beneficiary already allotted godowns under 7 years guarantee scheme selected vide Tender Reference No. 2020\_HBC\_150967\_1 floated by Hafed on dated 19.11.2020 shall not be eligible to apply in the present tender under reference.

### Events Chronology:

1	Date of issuance of notice inviting e-Tender	15.06.2021
2	Date and time for availability of MTF on website	15.06.2021 (03.00 P.M)
3	Tender Submission Last Date and Time	06.07.2021 (02:00 PM )
4	Date and time of Opening Technical Bid	06.07.2021 (04.00 PM)
5	Date and time of Opening Price Bid	Will be intimated online to technically eligible bidders.
7	Validity of E-tender	As per detail provided in MTF.
8	Name and Designation of Authority Inviting E-tender	Managing Director, Hafed

The e-tender documents & other details are available on the websites [www.hafed.gov.in](http://www.hafed.gov.in) and <https://etenders.hry.nic.in> bidder shall transfer Rs.10,000/- (Rs. Ten Thousand only) towards the cost of e-tender documents and e-services fees and cost of EMD electronically within the prescribed time.

**(Note: Bidder should submit separate E-tender Form, fees and EMD for each location. While submitting EMD online on Portal, the Portal will show the amount of EMD for all locations. Bidder has to choose option of “EMD Exemption” as YES in the portal and proceed forward as per his proposed location).**

1. Offers for smaller capacity will not be considered.
2. The E-Tender documents & other details are available on the websites [www.hafed.gov.in](http://www.hafed.gov.in) and <https://etenders.hry.nic.in>. Bidder shall transfer Rs.10,000/- (Rs. Ten Thousand only) towards the cost of e-tender documents plus e-services fees and cost of EMD electronically within the prescribed time.
3. The duly completed E-Tender in the manner prescribed shall be uploaded on website <https://etenders.hry.nic.in> by **06.07.2021 upto 02.00 PM** and the Technical Bid shall be opened on **06.07.2021 at 04.00 PM** in the presence of Bidders or their authorized representatives who may wish to be present.

4. The offer shall remain open for acceptance for 90 days from the date of opening of the Technical Bid. However, HAFED reserves the right to extend this period by another 45 days at its discretion which shall be binding on the bidder. Thereafter, this period may be further extended by the parties on mutual consent. Any Bidder not keeping the offers open for the prescribed period shall be summarily rejected.
5. If the date of opening of the E-Tender is declared as holiday, the E-Tender will be opened on the next working day at the same time and venue.
6. The E-Tender must be accompanied by an EMD @ Rs.20/- per MT for capacity offers as per e-tender terms through NEFT/RTGS/IMPS/BT in Bank Account details mentioned above within prescribed time(separate tender for each location). **Wherever applicable, the additional security should also be deposited with EMD.**
7. E-Tenders not accompanied by prescribed Earnest Money will be summarily rejected.
8. The Earnest Money would be refunded to unsuccessful Bidder within 30 days after finalization of the E-Tender and shall carry no interest whatsoever.
9. Incomplete offer/offers not strictly conforming to the manner prescribed /offer not submitted on prescribed E-Tender Form/Mode or late/delayed E-Tender shall not be considered and shall be summarily rejected.
10. Conditional E-Tenders will be summarily rejected and the EMD will be forfeited.
11. The location of the land specified in the E-Tender cannot be changed at any stage under any circumstances.
12. The offers submitted would be governed by all the terms & conditions as laid down in the prescribed E-Tender Form in addition to the terms & conditions indicated herein.
13. There would be no post E-Tender negotiations.
14. HAFED reserves the right to accept or reject any or all E-Tenders without assigning any reason or issuing notice and are not bound to accept the lowest E-Tender. HAFED also reserves the right to scrap the E-Tender enquiry at any stage without assigning any reason and HAFED will not be liable for any costs and consequences incurred by the Bidder.
15. Separate bids have to be submitted for each location.

**Managing Director**  
**Hafed, Panchkula**

## **INVITATION TO TENDER AND INSTRUCTIONS TO TENDERERS**

From

**The Managing Director  
Hafed Corporate Office, Sector-5,  
Panchkula (Haryana)  
(Ph.No.0172-2590520-26)**

**Sub :** Tender for construction of godowns for Storage Requirements of the **Hafed** to be managed and supervised by **Hafed** for a guaranteed Lease of Seven years on Build, Own & Operate lease without services basis for \_\_\_\_\_ MT capacity for storage of food grains, oilseeds and pulses at various locations.

To

\_\_\_\_\_  
\_\_\_\_\_

Dear Sir (s)

Managing Director **Hafed**, invites Tenders under Two Bid system from Tenderers who own Land or hold Land under Registered Lease for a minimum period of **10 years (Ten years)** with permission to construct godown for Storage Requirements of the HAFED stocks to be managed and supervised by **Hafed** for a guaranteed Lease of **Seven** years on Build, Own & Operate Lease without services basis for \_\_\_\_\_ MT capacity for storage of food grains, oilseeds and pulses at the indicated locations.

If you are interested to participate in accordance with the requirements of the E-Tender, please submit your E-Tender through e-procurement website ( <https://etenders.hry.nic.in> or Hafed website [www.hafed.gov.in](http://www.hafed.gov.in) on payment of sum of Rs.10,000/- non-refundable electronically. (Bidder should submit separate forms and fees for each location)

### **1. ADDRESS FOR CORRESPONDENCE**

The Managing Director,  
HAFED Corporate Office,  
Sector-5, Panchkula (Haryana).

For all purpose of this E-Tender, the address of the Bidder mentioned in the E-Tender shall be the address to which all communications to the Bidder shall be sent, unless the Bidder has notified a change by a separate letter through Registered Post Acknowledgement-Due.

The Tenderer shall be solely responsible for the consequence of any omission to notify a change of address in the manner aforesaid.

## 2. OBJECT OF THE CONTRACT

The Tenderer shall at his cost construct godowns at the specified locations as per Engineering and other godown specifications attached to the schedule of this Tender along with Weigh Bridges, etc. on his land within the scheduled time and lease the godown to **Hafed** and render the services as instructed from time to time by **Hafed** or its authorized representative or any officer acting on his behalf. **Hafed** through its authorized officer will have a right to inspect the site from time to time and the Tenderer will carry out their directions regarding any corrective action required. The Tenderer shall also perform such additional auxiliary and incidental, services as may be indicated by the local authorized representative of the **Hafed** or any officer acting on his behalf and are not inconsistent with terms and conditions of this contract.

## 3. PREPARATION OF TENDER:

- (a) The Tenderer should **upload** the tender documents, including Invitation to Tender intact, without detaching any page or pages, duly filled in/completed and signed on each page of Tender Form including the Annexures. The Tender **uploaded** by the Tenderer is liable to be rejected if he fails to furnish any of the documents or information asked for in the Tender document.
- (b) In the event of the space on tender form being found insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered serially, bearing the Tender No. and should have full signature of the tenderer. In such cases reference to the additional pages must be made in the Tender Form.

## 4. UPLOADING OF E-TENDER:

- (a) The E-Tender is liable to be ignored if complete information is not given therein or if the particulars asked for in the E-Tender are not fully filled in. The E-Tender complete in all respects shall be duly uploaded. The name of the location for which the bid is submitted should be indicated clearly along with the capacity offered.
- (b) The persons submitted E-Tender or other documents connected with the E-Tender must specify in what capacity he is submitting the E-Tender.
  - i. Whether submitting as a “sole proprietor” of the Firm or its Attorney.

- ii. Whether as a “partner” of the Firm or their duly constituted Attorney having authority to bind all Partners in all the matter pertaining to E-Tender.
  - iii. In the case of Partnership Firms registered under the Indian Partnership Act/Limited Liability Partnership, the representative/bidder has to mention the capacity in which he is submitting, e.g., Secretary, Manager, Partner, etc. or their duly constituted Attorney and submit copy of document empowering him to do so. In support of the above, the Bidder should submit the following documents along with E-Tender:
- (c) Deed of Partnership: An unregistered partnership firm can participate in the E-Tender process. However, in case the E-Tender is awarded to unregistered Partnership Firm, it shall be the sole responsibility of the Partnership Firm to get the same duly registered and submit the certificate of Registration within 30 days of award of contract.
  - (d) The tender is to be filled online for which detailed process has been indicated / mentioned in detailed E-Tender Notice.

HAFED will not be responsible for technical or procedural delay in submitting E-tender in last hour. It is advised to submit E-Tender before the date and no plea in this regard will be entertained on any ground whatsoever. **Any E-Tender received beyond the stipulated time and date will not be considered**

#### 5. Who can apply :- (Eligibility Criteria)

- (i) For capacity of 2,65,000 MT meant for Agri Entrepreneurs as given in Table at Page 10 of this document:-

- (a) **Individual Agri Entrepreneurs :**

An individual, who is domicile of Haryana, and is owner of the Land (should have Land in his own name) can apply only.

- (b) A person, who is Domicile of Haryana, holding Land under Registered Lease for a minimum period of 10 years with permission to construct godown can also apply.

- (c) **Partnership Firm can also apply subject to condition that** In case, the Bidder is a Registered/Unregistered Partnership Firm, the Land must be in the name of the Firm or one or more of its Partner(s), in which case the said Land must have been contributed to the Firm, which should be reflected in the Partnership Deed.

**Or**

**Partnership Firm can also apply subject to condition that** In case, the Bidder is a Registered/Unregistered Partnership Firm, one or more of its Partner(s) holding Land under Registered Lease for a minimum period of 10 years with permission to construct godown, in which case the said Land must have been contributed to the Firm, which should be reflected in the Partnership Deed

- (d) **Proprietary Firm can also apply subject to condition that,** the Land must be in the name of the Firm / proprietor or Firm / proprietor holding Land under Registered Lease for a minimum period of 10 years with permission to construct godown.  
(In case of partnership/proprietor firm all partners/proprietor as the case may be should domicile of Haryana).

- (ii) Beneficiary already allotted godowns under 7 years guarantee scheme selected vide Tender Reference No. 2020\_HBC\_150967\_1 floated by Hafed on dated 19.11.2020 shall not be eligible to apply in the present tender under reference.
- (iii) Bidder blacklisted by any Authority (Central or State Govt. or PSUs there under or any other public authority) is not eligible to apply. Bidders whose bid has been forfeited in last three years by the authority mentioned above is also not eligible to apply.

**6. EARNEST MONEY(EMD):**

Technical Bid shall be accompanied by an earnest money of Rs. \_\_\_\_\_ lakhs (Rupees \_\_\_\_\_ lakhs only) @ **Rs. 20.00** (Rs. Twenty Only) per MT. The EMD shall be deposited on-line. Tenders not accompanied by Earnest Money or accompanied by Earnest Money of the amount less than prescribed for the capacity applied for, will be summarily rejected.

**7. FORFEITURE OF EMD:**

The Earnest Money shall be liable to forfeiture if the Tenderer, after submitting Tender, 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. The Earnest Money is also liable to be forfeited in the event of the Tenderer's failure to furnish the requisite security deposit by the due date after the acceptance of his Tender without prejudice to any other rights or remedies of the Hafed under the contract and law. In the event of the tenderer submitting conditional tenders, the EMD of such tenderers will be forfeited.

**8. REFUND OF EMD:**

Earnest Money will be refunded to all the unsuccessful Tenderers after decision on tenders.

Earnest money will be refunded to successful tenderers after he has furnished security as prescribed in the Tender Documents. No interest shall be payable on the amount of Earnest Money in any case. Earnest money amount will be adjusted in the security deposit if the tenderer so desires.

**9. Additional Security**

- (i) Bidder may also has opportunity to submit non-encumbrance certificate (NEC certificate) within 30 days from the date of issuance of letter of allotment by Hafed. In case where bidder



is not enclosing NEC alongwith tender he has to deposit **Additional Security @ Rs.50 per MT** while uploading the tender. It will be refunded after receipt of NEC within the prescribed period. The bid which neither has NEC nor has Additional Security @Rs.50/- per MT at the time of uploading of tender documents will be summarily rejected.

- (ii) Bidder may also has opportunity to submit certificate from Irrigation Department that “land does not lie in flood prone/water logging prone area/zone” within 30 days from the date of issuance of letter of allotment by Hafed. In case where bidder is not enclosing this certificate alongwith tender he has to deposit **Additional Security @ Rs.10 per MT** while uploading the tender. It will be refunded after receipt of certificate within the prescribed period. The bid which neither has this certificate nor has Additional Security @Rs.10/- per MT at the time of uploading of tender documents will be summarily rejected.
- (iii) If bidder fails to submit NEC certificate/ flood prone certificate within stipulated period of 30 days his allotment for construction of godown will be terminated and his EMD, Security Deposit alongwith additional security shall be forfeited. In such case next eligible bidder in sequence will be given counter offer for godown construction at this lowest rate. Such bidder has to intimate his willingness within two days of issuance of counter offer.

#### 10. **SECURITY DEPOSIT**

- I. The successful Tenderer shall furnish the security deposit for completion of construction in time **@ Rs 40.00 per MT** with the indenting office of **Hafed** within 15 working days from the date of acceptance letter. If the Tenderer fails to furnish Security Deposit within the specified period, it shall be lawful for the Hafed to terminate the contract and forfeit the EMD submitted alongwith Tender. The Security Deposit will remain with **Hafed** till the completion of the godown and taking over of possession of the godown by **Hafed**. The Earnest Money deposited by the Tenderer at the time of submission of the Tender may be adjusted in Security Deposit on his request. In case the godowns are not completed on the specified Land mentioned by the Tenderer in the Tender and handed over within the scheduled time or any conditions of this contract are breached, the Security Deposit will be forfeited and guarantee given for such hiring of the godown will be cancelled. The **Hafed** also reserves the right to forfeit the Security Deposit as well as refuse to take over the possession of the said Godown on guaranteed hiring for **Seven** years if the same is not leased out to the **Hafed** by the date decided by **Hafed** after completion of the godowns by the tenderer.

The security deposit will be refunded without interest to the tenderers on completion and taking over of possession of the godown by **Hafed** and submission of clear "No demand Certificates" by the Hafed subject to such deductions from the security as may be necessary for making up the **Hafed** 's claim against tenderers.

- II. The successful Tenderer at the time of execution of lease shall also furnish a performance guarantee towards fulfillment of the contractual obligations under "lease" agreement @ **Rs. 50 MT** for full storage capacity of the godown(s) in the form of irrevocable Bank Guarantee issued by any Nationalized Bank failing which the contract is liable to be terminated without prejudice to such other remedies as may be available to the **Hafed** under the terms of the contract/law. The Bank Guarantee shall be in the prescribed Form. The Bank Guarantee will remain valid till six months after the expiry of the lease period.

It shall be the responsibility of the Tenderer to ensure that Bank Guarantee remains continuously valid during the currency of lease period and six months thereafter.

**Hafed** will independently verify from the issuing Bank the genuineness of Bank Guarantee as well as its extensions from time to time as furnished by the tenderer.

If the Tenderer fails or neglects to observe or perform any of his obligations under the contract, it shall be lawful for the Hafed to forfeit either in whole or in part, in its absolute discretion, the Security Deposit furnished by the tenderer or to appropriate the Security Deposit furnished by the Tenderer or any part thereof in or towards the satisfaction of any sum due to be claimed for any damages, losses, charges, expenses or costs that may be suffered or incurred by the Hafed.

In case the project is not executed in the scheduled time, the Security Deposit is liable to be forfeited and the Guarantee given for such hiring of godown will stand cancelled besides taking such other remedies as may be available to **Hafed** under the terms of contract/law.

Same as aforesaid the Performance Guarantee will be returned without interest to the Tenderers on due and satisfactory performance of the services and on completion of obligations by the Tenderers under the terms of Lease Agreement and submission of clear "No demand Certificates" by the **Hafed** subject to such

recoveries as may be necessary for making up the **Hafed's** claim against Tenderers.

The decision of the **Hafed** towards the amount of deduction from the Security Deposit will be final and binding on the bidder and no objection in this regard would lie on any account whatsoever.

#### **11. PERIOD FOR WHICH THE OFFER WILL REMAIN OPEN:**

- (i) The offers shall remain open for acceptance for 90 days from the date of opening of the Technical Bid. However, Hafed reserves the right to extend this period by 45 days at its discretion and this extension will be binding on the Tenderer. Thereafter this period may be further extended by the parties on mutual consent basis.
- ii) Any Tenderer not keeping offers open for the prescribed period shall be summarily rejected and his EMD is liable to be forfeited.

#### **12. OPENING OF TENDER:**

1. Tenderers are at liberty to be present or authorize a representative to be present at the opening of the tender at the time and date as specified in the tender. If the date fixed for opening of E-Tenders is subsequently declared a holiday, the E-Tenders will be opened on the next working day following the holiday but there will be no change in the time/venue for opening of the E-Tender.
2. After evaluating the Technical Bid (after site inspection by **Hafed** of the land offered) the Price Bids of only technically qualified Tenderers will be opened in presence of all the technically qualified Tenderers or their authorized representatives who may wish to be present at the time of opening of Price Bids on a date and time to be notified subsequently. Price Bids of the parties who do not qualify in Technical Bid will not be opened.
3. **Hafed** reserves the right to accept or reject any or all Tenders without assigning any reason/notice whatsoever and is not bound to accept the Lowest Tender and reserves the right to scrap the Tender enquiry at any stage without assigning any reason and **Hafed** will not be liable for any costs and consequences incurred by the intending Tenderer.

#### **13. ACCEPTANCE**

On finalization of E-Tender, **Hafed** will communicate acceptance of the Tender by way of letter of memorandum / E-mail etc. which will conclude a binding contract between the parties and the Tenderer shall act upon such acceptance letter.

## **GENERAL CONDITIONS OF TENDER**

### **14. DEFINITIONS:-**

- I. **Hafed** means The Haryana State Cooperative Supply and Marketing Federation Limited.
- II. **Managing Director** means the Managing Director of the **Hafed**.
- III. **Stocks** mean food grains, oilseeds and pulses stored in the godowns.
- IV. **Warehouse Manager** means the head of the particular Warehouse Unit /Units.
- V. **Technical Assistant** means Technical staff/officers of the **Hafed**.
- VI. **Investor** means the owner/investor of the godowns or any person or any representative duly authorized by him.
- VII. **Contract** means and include Notice inviting tender, Tender document, its schedules, annexure, appendix and acceptance of tender.
- VIII. **Writing** includes matter either in whole or in part, in manuscript, typewritten, lithographed, cyclostyled, photographed or printed under or over signature or seal as the case may be.
- IX. **CMSs** means Cooperative Marketing Society registered under Registrar Cooperative Societies.
- X. **FPOs** means Farmers Producer Organization.
- XI. Words importing the masculine gender shall be taken to include the feminine gender and word importing persons shall include any company or association or body of individuals, whether incorporated or not.
- XII. Terms and expressions not herein defined shall have the meaning assigned to them in the Indian Contract Act, 1872, or the General Clauses Act, 1897 as the case may be.
15. The tenderer shall at his own cost complete the construction of godown as per the engineering and other godown specifications as per the schedule of this agreement on the land mentioned by the tenderer in the tender.
16. The specific location of the land proposed by the tenderer in the tender for the construction of the godown shall not be changed at any stage after submission of tender under any circumstances failing which EMD, Supplementary Guarantee, Security Deposit and Performance Guarantee furnished by the tenderer is liable to be forfeited/invoked as the case may be without prejudice to any other legal remedies available to Hafed.

17. All the construction material required for the construction work are to be procured in advance by the tenderer only. The **Hafed** will not entertain any request of the tenderer in this regard for the delay in completion of work due to non-availability of any materials.
18. Pitless Electronic Lorry Weigh Bridge of 60 M.T. Capacity of standard make should be installed as per specification in the Schedule.
19. The tenderer should furnish in technical bid all the details of the location, survey numbers, proof of ownership /registered lease of land/original affidavit mentioning the details of land which tenderer undertakes to acquire, area in acres indicating the boundaries along with non encumbrance certificate and sketch plan about the location of the land. The details of the land should be furnished adequately as suitability of the land for the intended purpose is one of the major criteria for selection of the tenderer. The criteria of suitability of land is as given below:-

<b>1</b>	<b>The land should preferably be within a radius of 8 KMs from the mandi indicated in the tender.</b>
<b>2</b>	<b>The land on which the godown is proposed to be constructed should not have a HT Line (11 KVA and above) passing over the proposed layout plan of the godown.</b>
<b>3</b>	<b>Land should not be low lying.</b>
<b>4</b>	<b>Land should not be in flood or water logging prone area / zone. Bidder has to upload a certificate, while submitting /uploading tender, from the Irrigation Department that "Land does not lie in flood or water logging prone area / zone". In case bidder is not enclosing/uploading this certificate then additional security of Rs.10/- per MT alongwith EMD has to be deposited.</b>
<b>5</b>	<b>Polluting industries, Brick kiln, Petrol Pump/Gas Depot should not be in the 500 meter distance of land.</b>
<b>6</b>	<b>The land should preferably be on National Highway/State Highway/ major district road/ all weather motorable road with minimum width of 22 feet to ensure uninterrupted truck movement.</b>

20. Hafed will have a right to inspect the site from time to time and the tenderer will carry out their directions regarding any corrective action required. Any proposal for reduced capacity at a later stage shall not be entertained. sufficient land should be available for ancillary works. A detailed layout plan proposed for the godowns,

weigh bridge, office building, roads and other facilities should also be given in the technical bid.

21. In case of registered lease land, the minimum period of lease shall be ten years from the date of submission of tender and the tenderer should have permission to construct the godowns on registered leased land.
22. The rate should be quoted in the Price bid in Rupees per Metric Ton /per month in figures as well as in words. The rates quoted in words and figures should be same. In case, the rates quoted in words are different than the rates quoted in figures, then minimum of two would be accepted.
23. **The upper limit of rate to be quoted by the bidder is Rs. 46.35 (Rs. Forty six and paise thirty five only) Per MT per month.** The bidder has to quote the rate equal to or below this rate. The lowest rate quoted will be considered for acceptance.
24. Conditional tenders will not be considered for acceptance and the earnest money deposited with such tenders shall be forfeited.
25. Tenders which do not fulfill any of the condition or are incomplete in any respect shall be summarily rejected.
26. Hafed would be at liberty to reject any of the offers at any stage, if the documents submitted by the tenderer are not in order.
27. Financial and technical expertise of the tenderer will be evaluated by Hafed through its authorized officers.
28. The successful tenderer shall furnish Security Deposit within 15 days from the date of acceptance letter and he will get a maximum period of twelve months for completion of construction of godown from the date of acceptance letter. The delay in construction of maximum three months may be allowed to the tenderers on their request in writing with a corresponding reduction in the guarantee period. Hafed, after satisfying itself that the godown has been completed as per specifications and terms & conditions of this contract will take over the godown within two month of completion of the godown in all respects and the guarantee period of seven years will start from the date of 100% utilization of capacity till then rent will be paid on actual utilization basis of the godown. In case, the godown is completed in the extended stipulated time, Hafed will have the discretion to choose the date of taking over the godown within 3 months of completion. In case of delay beyond **3 months**, the agreement is liable to be cancelled.
29. The Hafed reserves the right to refuse to take over the said Godowns on guaranteed hiring for Seven years if the construction of godowns is not completed

in all respects and not leased out to the Hafed by the extended date and in that event the Security Deposit of the tenderer is also liable to be forfeited.

30. The tenderer shall not during the currency of the contract make any changes in the constitution of the firm including change in partners/director, if any without the prior consent of the Hafed failing which the contract shall be forthwith liable for termination treating it as breach of contract by the contractor with consequences flowing therefrom.
31. The Tenderer shall execute a lease deed with Hafed on the day of taking over of the possession of Godown.
32. The expenditure towards registration, stamp duty etc. of the lease deed shall be borne by the lessor.
33. There will be no enhancement in rent during the guarantee period in case of lease only.
34. Hafed has the liberty to release the godowns after the guarantee period of Seven years.
35. Necessary ancillaries like laying of roads, Installation of Weigh Bridge, Construction of office Building, Compound wall for the site, drains, Toilets, supply of Electricity, Water etc., are to be provided by the tenderer in the Complex. The Rent indicated in the Tender per Metric Ton per month shall be inclusive of all Ancillaries. No separate Rent will be paid for the office Building, Weigh Bridge, roads etc.
36. The tenderer will be allowed to develop additional storage capacity in the same premises for storage of other agri-commodities including facilities for cold storage, food processing etc. to optimize asset utilization duly ensuring that it does not adversely affect storage and operations of Hafed. However, such additional facility will not be covered under guarantee scheme and the tenderer may use normal market channels for renting out such additional storage facilities. Before development of such additional storage facilities, the tenderer will take permission from Hafed so as to ensure that such activities will not hamper Hafed operations and safety of its stocks. However, additional space must not be used for storage of any commodity which may affect food grains.
37. That obtaining of necessary approvals/license from the concerned rural and/or urban local bodies, State and Central Govt. Departments/concerned authorities for the construction and running of Complex will be the responsibility of the Tenderer at his cost and the Hafed will have no responsibility in this regard , whatsoever.

38. The tenderer has to enclose with the tender a detailed site and layout plan indicating the location of proposed structures and also showing the approach to main road.
39. Change of the Site will not be agreed to by the Hafed after submission of tender.
40. The proposed land where the godown is to be constructed shall have good title unencumbered and free from any dispute, failing which Hafed reserves the right not to take over the warehouse on lease.
41. The tenderer, with the permission of Hafed, may mortgage /charge the said property for availing advances for construction of the godowns after award of contract.
42. The handling and transport work will be carried out by the contractor appointed by Hafed. Hafed reserves the right to preserve and maintain the foodgrains stocks through its staff or through any other party/agency at its sole discretion and the tenderer shall have no claim or objection in this regard.
43. In case the godown or any part thereof becomes un-storage worthy, Hafed shall notify the same to the tenderer and the tenderer shall carry out the necessary repairs immediately at his cost to make the premises storage worthy. No rent is payable in respect of the godown or such part thereof which was rendered un-storage worthy for the period the premises remained un-storage worthy. In case the tenderer delays or fails to carry out the repairs as above, Hafed will be at liberty to undertake the work and the expenses will be deducted from the rent payable/Security Deposit. Hafed reserves the right to terminate the agreement and exit out of the guarantee/agreement without any liability/compensation, if the godown is rendered permanently un-storage worthy.
44. The Investor must keep the scheduled property duly insured at all times during the agreement period at his cost.
45. The Notice Inviting Tender, all the schedules, appendices and annexures to this tender document and the terms and conditions enumerated therein are to be read and construed as part of this tender and shall be binding on the tenderer.

46. **INDEMNITY:**

The Tenderer shall indemnify, defend, and hold harmless the Hafed and its employees during and after the term of this lease against all liabilities, damages, losses, expenses, deaths, demands, actions, proceedings, costs, Taxes, duties, charges, levies and claims of any nature whatsoever as a result of or arising out of or in any way connected with the acts, omissions, negligence, nuisance, breach of



the terms of this lease, and failure to perform obligations herein, directly or indirectly by the Tenderer or its Management, employees, staff, agents, affiliates.

47. **PROGRESS REPORT**

- (1) The tenderer shall render from time to time such reports concerning the progress of the contract and construction of godowns as may be required by the Hafed.
- (2) The submission, receipt and acceptance of such reports shall not prejudice the rights of the Hafed under the contract, nor shall operate as an estoppel against the Hafed merely by reason of the fact that he has not taken notice of or objected to any information contained in such report.

48. **INSPECTION OF GODOWNS:** - The construction work of the godown will be inspected by a Committee nominated by the **Managing Director, HAFED.**

The work shall be inspected at the following stages :

Layout stage

Lintel level

Roofing level

Completion stage

\The tenderer shall inform the nodal agency regarding completion of each stage of construction. The Committee members will inspect the site of construction at the earliest but not later than 15 days period.

After inspection, inspection report shall be prepared by the Committee and shall be communicated to successful Tenderer within a period of 7 days.

The defects pointed out in the inspection report shall be attended to by the successful Tenderer without any extra cost or time whatsoever.

The scope of inspection shall be limited to general layout, level of various components, structural stability and external and internal electrification of the godowns and other buildings.

After receiving of communication regarding completion of godown in all respect Hafed will ensure inspection within period of one month positively.

The godown would not be taken over by the Hafed if the defects pointed out at various stages of inspection are not removed by the successful Tenderer.

49. **TAKING OVER OF GODOWNS**

- (1) The parties to this agreement expressly agree that on completion of the construction of the said godown to the entire satisfaction of Hafed in terms of the

contract, the Tenderer shall hand over the possession of the godown along with the premises, fixtures, fittings, installations on the date fixed by the Hafed for taking over the possession of the godown as per the contract and the Hafed shall take over the possession of the same.

50. This agreement is bilateral agreement between the Hafed and the Tenderer.

51. **GODOWNS WITH FLEXI-STORAGE CAPACITY**

The godowns to be henceforth hired should preferably be able to accommodate storage of different commodities thus ensuring better utilization. The godowns would be suitably structured so as to ensure that storage of foodgrain and the movement of Hafed stock is not disturbed and also to ensure that the possibility of the deterioration of the stock is eliminated.

52. **CORRUPT PRACTICES:**

The tenderer shall not offer or give or agree to give any person in the employment of the Hafed or any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the contract or any other contract with the Hafed or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Hafed. Any breach of the aforesaid condition by the tenderer or anyone employed by him or acting on his behalf whether with or without the knowledge of the tenderer or the commission of any offence by the tenderer shall entitle the Hafed to cancel the contract and all or any other contracts with the tenderer and recover from the contractor the amount of any loss arising from such cancellation.

53. **INSOLVENCY AND BREACH OF CONTRACT:**

The **Hafed** may at any time, by notice in writing summarily determine the contract without Compensation to the contractor in any of the following events,

- a. **If the tenderer or a firm, any partner thereof, shall at anytime, be adjudged insolvent or order for administration of his estate made against him or initiated any proceeding under insolvency Act.**
- b. The contract is also liable to be terminated if the tenderer commits breach of any of the terms of the contract and in that event the tenderer is responsible and liable for all loss and damage arising out of and as a consequence of such breach.

Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Hafed and provided also the tenderer shall be liable to pay to the Hafed for any extra expenditure he is thereby put to.

54. **NORMALIZATION OF FINANCIAL BIDS:**

A normalizing factor of Rs. 0.60 (Sixty paisa) per Metric Ton per Kilo-meter will be applied to all the bids received for a location from the Mandi yard while evaluating the price bid. There will not be any rationalization for the lands upto one kilometer from mandi. In case more than one bid received for lowest rate, the nearest location from mandi will be given preference.

The distance will be measured from Center Point of the Mandi yard.

55. **FORCE MAJEURE**

A Force Majeure means any event or circumstance or a combination of events which are beyond the reasonable control of the affected Party, which such Party could not have prevented or reasonably overcome with the exercise of reasonable skill and care in relation to the implementation of this Agreement, which do not result from the negligence of such Party or the failure of such Party to perform its obligations hereunder which are of an incapacitating nature and of a severe magnitude and have a Material Adverse Effect on the affected Party's obligations under this Agreement.

A Party shall be entitled to suspend or excuse performance of its respective obligations under this Agreement to the extent such performance is impeded by a Force Majeure event.

(a) **Procedure for Force Majeure**

If a Party claims relief on account of a Force Majeure, then the Party claiming to be affected by the such event shall, as soon as reasonably practicable and in any event within seven days of becoming aware of the Force Majeure, give notice of and describe in reasonable detail the effect of such Force Majeure to the other Party in writing, including the dates of commencement and estimated cessation of such Force Majeure and its effects on the Party's obligations under this Agreement. Upon cessation of the situation which led to a Party claiming Force Majeure under this section the relevant Party shall within seven days thereof notify the other Party in writing of the cessation and the Parties shall as soon a practicable thereafter continue performance of all obligations under this Agreement but without prejudice to the excuse of performance of all obligations during the continuance of the Force Majeure.

(b) **Prolonged Force Majeure**

In the event Force Majeure continuously impedes or prevents a Party's performance for longer than 60 consecutive days from the date of commencement of such Force Majeure, notwithstanding the suspension of the obligations of the Parties, they are at liberty to terminate this Agreement.

56. **LAWS GOVERNING THE CONTRACT & DISPUTE RESOLUTION:**

The contract will be governed by the laws in India for the time being in force. All disputes arising out of this tender will be dealt in Court of Law of competent jurisdiction.

**Signature of Tenderer/  
Authorized Signatory**

## **TECHNICAL EVALUATION SHEET**

1. This Technical evaluation sheet has two part i.e. Part-1 and Part-II.
2. The information/document mentioned in Part-1 are not qualifying criteria and for clarification etc. the information required in Part-1 may be got clarified by seeking original documents from the bidder.
3. The information mentioned in Part-II are **qualifying criteria** and bid will be rejected in case relevant information not provided or relevant documents not uploaded.

### **PART –1**

Parameters	Details
1. (i) Name of the Bidder. ii) Permanent Address iii) Correspondence address iv) Phone number/Mob. No. v)E-mail ID	
2. Name of the village/town / city where the proposed land (site) is located	
3. (i) Area of land (in Acres)  (ii) Proposed storage capacity (in MT)  (iii) Distance from National/ State Highway alongwith the name of the high way.	
4. PAN of the tenderer (enclose copy)	Yes/No )
5. Income Tax returns for the last 03 years (assessment year 2018-19, 2019-20, 2020-21) or Bank statement of one year in case of non-assessee.	
6. Bank details :- (i) Name of Bank (ii) Name of Account holder. (iii) Account Number (iv) IFSC Code  (In case of partnership firm details of all partner be furnished).	

7. Name of the Location for which bid is being applied:	
8. The distance from Mandi (to the proposed site	
9. Domicile certificate of bidder (In case of partnership firm, for all partners be furnished).	Yes/No

## PART-II

(These are qualifying criteria and bid will be rejected in case relevant information is not provided or relevant documents are not uploaded).

1. Survey nos. of the land (site)	
2. Whether following documents furnished: (i) Copy of title deed or (ii) Copy of registered lease deed  (By Naib Tehsildar/ Tehsildar or Senior Government officer of Revenue Department)	Yes/No  Yes/No

<p>(iii) In case of land on registered lease, a no objection certificate by way of affidavit duly notarized from the lessor for construction of the godown.</p> <p>(iv) Non-encumbrance certificate (issued by Revenue Official and counter signed by not less than Tehsildar) If No, then Additional Security submitted</p> <p>(v) Copy of Firm Registration Certificate/Partnership Deed</p> <p>(vi) Copy of sketch plan indicating boundaries.</p> <p>(vii) Copy of the layout plan indicating layout of godowns, office building, roads, weigh bridge, parking areas &amp; other ancillary facilities.</p>	<p>(Yes/No)</p> <p>(Yes/No )</p> <p>(Yes/No )</p> <p>(Yes/No )</p> <p>(Yes/No)</p> <p>(Yes/No)</p>
<p>3. Traffic accessibility to the proposed godown free from all hindrances</p>	<p>Yes/No</p>
<p>4. Requisite EMD furnished</p>	<p>Yes/No i) Amount of EMD Rs. _____ _____</p>
<p>5. Requisite Additional security @ Rs. 50 per MT in lieu of Non Encumbrance Certificate furnished.</p>	<p>Yes/No i) Amount of Additional Security Rs. _____ _____</p>
<p>6. Requisite Additional security @ Rs. 10 per MT in lieu of Certificate from Irrigation Department that</p>	<p>Yes/No i) Amount of Additional Security</p>

land is not in Flood prone/water logging Area/Zone.	Rs. _____ _____
<p>7. An undertaking on Rs. 10/- Stamp paper duly Notarized mentioning :-</p> <p>(i) that bidder or any of its partner/member/proprietor was not blacklisted by any Authority (Central or State Govt. or PSUs there under or any other public authority) or whose bid has not been forfeited in last three years by the authority mentioned above.</p> <p>(ii) that bidder or any of its partner/member/proprietor has not allotted godown by Hafed under 7 years guarantee scheme in year 2021.</p>	(Yes/No)
<p>8. Copy of signed Model Tender Form (MTF) uploaded.</p> <p><b>(In case signed MTF is not uploaded the bid will be rejected summarily)</b></p>	(Yes/No)

(Documentary evidences regarding the claims made above to be annexed)

**Signature of Tenderer/**

**Authorized Signatory Note:**



1. Hafed reserves the right to verify the documents submitted by the tenderer and also to call for any additional information and documents as deemed necessary.
2. In case if space is found short in any one or more of the columns above, additional information can be annexed on separate sheet of papers and the annexure number of these papers may be mentioned in the relevant column / columns above. All such Annexures should be signed by the bidders or his authorized representative.

### **PRICE BID**

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

I/We hereby quote following rates Per Metric Ton Per Month (exclusive of service tax) as rent which includes ancillary facilities such as office room, toilets, water tank, labour rest shed, electric room, pump room, lorry weigh bridge, and associated manpower for all godown operations connected with the maintenance of these facilities.

i) **Rates in Figures**

Rupees.....Paise.....Per Metric Ton Per Month

**Rates in Words**

Rupees.....and

Paise.....only  
Per Metric Ton Per month

This rate is inclusive of property tax, minor/major maintenance of roads & buildings, water and electric installation, maintenance of weigh bridge and other local taxes/statutory charges as applicable on godowns and godown operations thereof, as per terms of the agreement to be entered.

Signature of Tenderer/Authorized Signatory

Full name of Signatory

Full name of the Tenderer

- Note:-
1. The evaluation of bid will be based upon the rationalization of bid keeping in the distance of land from Mandi, as per rationalize factor of Rs 0.60 (Sixty paisa) for each kilometer. There will not be any rationalization for the lands upto one kilometer from mandi.
  2. The offers above Rs.46.35 (Rs.Fourty six and thirty five paisa) Per MT Per Month will not be considered, being the maximum Cap fixed by Hafed.

## SCHEDULE -I

### **SPECIFICATIONS PROPOSED FOR CONSTRUCTION OF CONVENTIONAL TYPE GODOWNS BY PRIVATE PARTIES:**

#### **(CONSIDERED FOR STANDARD 5,000 MT CAPACITY)**

1. Godown Centre to Centre                      125.55m x 21.80m
2. Out side to Out side =                      126.01m x 22.26m
3. Road side Varandah Width: 1.83m min. on one side of the godown and other side of godown Isolated platform of 0.9 m wide to be provided in front of shutter only (size 2.44 m X 0.9 m).
4. Plinth Height : - 0.80 m
4. 5,000 MT godowns consisting 3 Compartments. Each Compartment C/C length 41.85m and capacity = 1,670 MT
5. No. of Stacks in each Compartment    12 Nos.
6. Size of Stacks = 6.10m x 9.15m (20' x 30' )
7. Godown height =5.60m
8. Varandah Truss height on road side = 3.35m and on Rail fed side 3.95m above plinth
9. No. of rolling shutters = 12 Nos. of size 1.83 m X 2.44 m each
10. Top Ventilators size 1.50m x 0.60 m = 54 Nos. in both long walls
11. V8 ventilators 0.39 m X 0.80 m (Bottom inside air entrant) and Expanded metal on outer walls 0.6 m X 0.6 m (Bottom out side air entrant)
12. R.C. Column to be provided at 4.65 c.c. in long wall & 4.36 m c/c in GW & P.W.
13. Roof to be provided with ACC/CGI/pre-coated galvanized iron profile sheet with coated sheet as per CPWD specifications, 2009, Vol.I.

Any specifications not mentioned above will be as per the FCI existing specifications for conventional godowns. In case FCI does not have any specifications, CWC specifications for godowns to be followed.

In case specifications not covered by FCI and CWC then relevant IS code 607 of latest publication for construction of godowns to be followed.

Tubular Trusses: As per the wind zone classified in the relevant latest BIS code in the normal wind zone: 200 Kg/Sq.m and 150 Kg/Sq.m. or as per actual requirements.

**A. ANCILLARIES REQUIRED**

Office Block, Sentry post, Weigh Bridge with cabin, Compound wall, Electrification, Water supply, Internal Roads, Drainage & Sewerage etc. A separate Lavatory Block to meet the requirement of external users such as truck drivers & cleaners etc. shall be constructed. The minimum Plinth Area of office Building including toilets shall be 78 Sqm.

**B. DETAILS OF GENERAL SPECIFICATION FOR GODOWN:**

1. **FOUNDATION:** The depth of foundation is proposed for Gravelly Ordinary Soils at 1.30 M for columns and 1.20 M for panel walls (foundation design is based on for soil bearing capacity of 10.93 tonnes per sq.mt). For other type of soils, foundation should be suitably designed. Cement concrete (1:4:8) (1 cement: 4 coarse sand: 8 stone aggregate of 40 mm nominal size) is to be provided under columns and panel wall respectively. R.R. Masonry/Brick Masonry in cement mortar (1:6) (1 cement : 6 coarse sand) is to be provided for foundation and super-structure. The good quality of earth / sand shall be provided under floor.
2. **PLINTH BEAM, TIE BEAM & COLUMNS:** R.C.C. mix of 1:1½:3 (1 cement: 1½ coarse sand: 3 stone aggregate of 20 mm nominal size)/M-25 is to be provided in column, foundation of column, plinth beam, lintel beam around godown at 2.44m level and tie beam at roof level in long walls.
3. **SUPER STRUCTURE:** All the walls are to be provided with 34 cm thick in brick masonry or 38 cm thick in RR masonry with cement mortar (1:6) (1 cement: 6 coarse sand).
4. **SUN SHED / CHAJJA:** To be provided as per requirements.
5. **FINISHINGS:** 12mm thick cement plaster with cement mortar (1:6) (1 cement: 6 fine sand) on both sides i.e. internal & external walls, 6mm thick plaster with cement mortar (1:3) on exposed surface of columns with 3 coats of white wash on inner walls & colour wash/ snowcem on external walls.

6. **FLOORING:** (A) 230 mm thick sand filling for base. (B) 100 mm thick P.C.C. (1:4:8) (1 cement: 4 coarse sand: 8 coarse aggregate 40 mm nominal size) (C) Fixing of glass strips 50 x 4 mm size in flooring for panels. 50 mm thick C.C (1:2:4) (1 cement: 2 coarse sand: 4 coarse aggregate 20 mm nominal size) flooring with neat cement punning.
7. **ROOFING:** Tubular trusses on RCC columns with purlins for fixing ACC/CGI/pre-coated galvanized iron profile sheet with zinc coated sheeting as per CPWD Specifications, 2009, Vol.I. In each compartment 8 Nos. of fiber glass (Translucent) sheets are to be provided (four numbers on each slope).
- 7.2. **Galvalume sheet roofing can be provided as an alternative with following specifications: -**
- 7.2.1 The roof of the structure shall be of single span structural with self supporting/pre-engineered structure without any truss or what so ever, at a height not less than 5600mm from the plinth level to the tie level at the column ends, both for rail-fed and road-fed storage structures. The roofing system should be designed to withstand the wind load (as per IS Part 3) & earthquake load (as per IS:893). The design should also comply with any other relevant IS codes. The steel sheet shall be 914 mm wide (Tolerance +/- 2 mm) having minimum thickness 1.03 mm (Tolerance +/- 0.02 mm). The minimum yield strength of the steel sheet should be 350 M Pa. The steel sheet should be alloy coated on both sides as per following standards: -
- a) The alloy coating on the steel sheet should be of 55% aluminium, 43.5% zinc and 1.5% Silicon. The minimum thickness of coating shall be 20 microns on outer surface and 10 microns on the inner surface. The thickness of the coated steel should not be less than 1.03 mm including BMT, alloy coating and priming/paint coating, Or,
- b) The steel sheet should have zinc coating of minimum 120 GSM, total of both surfaces as per IS: 277. The minimum total coated thickness of sheet shall be 0.50 mm.
- 7.2.2 Transparent/translucent sheets of about 2% of total area of the roof and evenly distributed may be provided for natural light with sheet made of

polycarbonate material (Poly layer) of minimum thickness 2 mm. The polycarbonate sheets of size 600 mm x 1200 mm having thickness of 2 mm may be installed in the roof at a distance of 900 cm along the length of the building for natural light. The fixing of polycarbonate sheet shall be water tight and structurally sound. M.S. wind ties of size 40 x 6 mm may be provided on translucent sheets for structural safety/stability.

7.2.3 In a godown of 5,000 MT capacity having 3 compartments of 1,670 Mt each, 9 Turbo Ventilators (Aluminium) of size 24", capacity 2200 CFM are required in each compartment i.e. 27 Turbo ventilators in a godowns of 5,000 MT capacity. Therefore, in a godown of 5,000 MT one turbo ventilator is required to be fixed in each bay/panel.

7.2.4 The design of the roofing shall be in accordance with the general constructional practices and relevant Indian Standard codes for loading standards (IS: 875).

#### 8. **WINDOWS, VENTILATORS, ROLLING SHUTTERS:**

Rolling shutters (clear opening) of size 1.83m x 2.44m fixed on wall, Air entrant (Windows) of size 0.62m X 0.62 m and top ventilators of size 1.50m X 0.60m with angle iron.

**C. ROADS:** The formation Level and Internal Road Level shall be kept 200 mm and 300 mm respectively above the level of MDR/SH/NH as the case may be. 27.5 cm thick W.B.M road (Metal Road) having clear width of 6.7m if there is one row of godowns and 15 m wide road in between two rows of godowns with necessary layers of gravel base, metal layer to with stand the Traffic, is to be laid with 4 cm thick premix carpet. Thickness of WBM may be more in case of poor soil having less CBR value.

**D. COMPOUND WALL:** 1.98 m high boundary wall in brick work (1:6) or RR. Masonry above Ground level with 0.6 m High, 7 rows of barbed wire / concertina coils with angle iron posts 2.44 m C/C on top of wall is to be provided. 15 mm thick plastering in cement mortar 1:6 (1 cement : 6 fine sand) on rough side of the wall and 12 mm thick plastering with cement 1:6 (1 cement : 6 fine sand) on plain side of the wall as of brick masonry and pointing ruling/raised & cut on either side of the wall for RR masonry shall be provided.

- E. GATE AT MAIN ENTRANCE:** 6.10m wide steel gate with tubes and 0.91m wide wicket gate with tubes / angle iron.
- F. ELECTRICAL INSTALLATION:** External tube light / sodium vapour fittings on out side of godowns at equal intervals and providing of necessary 3 pin power / light plug points near rolling shutters. Suitable lighting to be provided inside the godowns as well as on platform with the sodium vapour or fittings with CFL lamp lighting fixtures for operation of godowns during late hours.
- G. WATER SUPPLY:** Suitable arrangement for purifying water to overhead tank for supply to office block and drinking water provision for labour /Staff / Officers and others to be provided.
- H. EXTERNAL DRAINAGE:** The campus shall be provided with well designed drainage as per site conditions.
- I. SEWERAGE:** Sewage shall be treated as per Pollution Control Board norms prevailing in area.

#### **OFFICE BUILDING SPECIFICATION :**

- 1. FOUNDATIONS:** Adequate Depth of foundations shall be provided with leveling course of CC (1:5:10) (1 cement: 5 coarse sand: 10 stone aggregate of 40 mm nominal size) thick for all walls. Brick masonry / Random rubble stone masonry in cement mortar (1:6) (1 cement: 6 coarse sand) shall be provided for foundations.
- 2. PLINTH BEAM, SUNSHADES, ROOF SLAB & LINTELS:** R.C.C. mix of 1:1½:3 (1 cement: 1½ coarse sand: 3 stone aggregate of 20 mm nominal size) for plinth beam over R.R. Masonry / brick work. Necessary sunshades to be provided for all external doors and Windows. Roof slab is to be provided with minimum 100 mm thick R.C.C. mix of 1:1½:3 (1 cement: 1½ coarse sand: 3 stone aggregate of 20 mm nominal size), lintel over Doors & Windows to be provided.
- 3. SUPER STRUCTURE:** Brick masonry in cement mortar (1:6) for 0.23m thick shall be provided.
- 4. FINISHINGS:** 12 mm thick cement plaster with cement mortar (1:6) on finished side of brick work and 15mm thick cement plaster with cement mortar (1:6) on rough side shall be provided.

- 5. PAINTING:** Oil bound distemper two coats over one coat of primer for all internal surface walls and snowcem two coats over one coat of primer on external walls.
- 6. FLOORING:** Sand filling under floor to be provided. 40 mm thick flooring in C.C. (1:2:4) with neat cement punning and glass strip panels shall be provided.
- 7. DOORS & WINDOWS:** For ancillary structures, wooden paneled door, flush door of minimum size 0.90m x 1.98m & 0.76m x 1.98m are to be provided. Wooden Windows of size 0.90m x 1.20m paneled with iron grills and glass ventilators shall be provided.
- 8. SANITARY:** Vitrous wash basin, Indian type water closet, ventilating shaft, rain-water pipes, stone ware pipes of 100mm, septic tank & dispersion trench are to be provided as required.
- 9. ELECTRIFICATION :** Internal & External Electrification to be provided with necessary suitable Tube light fittings and Fans.
- I. WEIGHBRIDGE & CABIN ROOM:** Electronic Lorry weigh bridge of 60MT capacity (as per FCI requirement) of reputed make shall be installed. Cabin room of size 3.3m X 4.8m shall be provided.
- J. SANTRY POST :** A watchman hut of minimum size 1.2m X 2m is to be provided near the main gate including electrification.
- K. LAND REQUIREMENT FOR CONVENTIONAL TYPE STORAGE GODOWNS (IN IDEAL SHAPE):**
- a) First 5,000 MT capacity                      -2.0 Acres. (approx.)
  - b) Further 1.7 acres additional land will be required for an increase of 5,000 MT capacity godown each.

**Note:** The plot of land shall be as far as possible rectangular shaped.

The above land requirements are Minimum and it may vary depending upon the shape and topography of the land.

- L. INSPECTION OF GODOWN:** The construction work of the godown will be inspected by a Committee of officers nominated by MD, Hafed.



**Check List for inspection of Food Storage Godowns:**

<b>Layout Stage</b>		
(i)	Whether the orientation of building at site is as per submitted plan	Yes/No
(ii)	Whether the space for peripheral roads and other services is available	Yes/No
(iii)	Whether the layout supports the overall drainage plan of the vicinity	Yes/No
(iv)	Whether layout at site meets the basic dimension of the godowns	Yes/No
(v)	Whether structural drawings are available a) if yes, whether the structural designing has been carried out by Structural Engineer. b) If no, the target date of receipt of structural drawing	Yes/No
(vi)	Whether drainage plan has been prepared	Yes/No
(vii)	Whether approval from local body is required  If yes, the copy of approved plan	Yes/No
(viii)	Whether the agency has submitted the work programme  If yes, whether the target date commensurate to offer	Yes/No
(ix)	Whether all required T&P has been placed at site	Yes/No
(x)	Whether sufficient construction material has been arranged by the agency	Yes/No
xi)	Whether observations/deficiencies noticed a previous inspection have been attended to.	Yes/No
xii)	Note on deficiencies/observations are to be attended to	
<b>Lintel Level</b>		

i)	Whether all the material has been stored/stacked in a proper way	Yes/No
ii)	Whether all the material has been tested before use as per codal provisions.	Yes/No
iii)	Whether the foundation work has been carried out as per Lay out	Yes/No
iv)	Whether the RCC columns are placed as per the approved drawing	Yes/No

v)	Whether quality of brick/RCC is satisfactory	Yes/No
vi)	Whether the progress is commensurate with the work programme submitted by the agency	Yes/No
vii)	Note on deficiencies/observations are to be attended to.	

<b>Roof Level</b>		
i)	Whether observations/deficiencies noticed in previous inspection have been attended to.	Yes/No
ii)	Whether all the material has been stored/stacked in a proper way	Yes/No
iii)	Whether all the material has been tested before use as per codal provisions.	Yes/No
iv)	Whether the roads/ancillary buildings are being constructed as per the site requirement and the progress is commensurate with the progress of main godown.	Yes/No
v)	Note on deficiencies/observations are attended to	Yes/No
vi)	In view of any deficiency noticed, the building is fit to take over.	Yes/No

<b>Completion level</b>		
ii)	Whether roofing is complete with all ancillaries such as wind tie etc.	
iii)	Ventilators are as per the requirement	Yes/No
iv)	Whether rolling shutters are functional	Yes/No
v)	Whether road work is completed	Yes/No
vi)	Whether electricity connection/water supply etc. completed.	Yes/No
vii)	Whether drainage work is complete	Yes/No
viii)	Whether boundary wall/Security gate has been completed	Yes/No
ix)	Whether this building is fit for occupation	Yes/No
x)	If Yes, the likely date of occupation.	
xi)	If no, what is the extent of deficiency. App. Time frame for removal and what is target date of taking over	

## ANNEXURE -I

### Lease Agreement between Hafed and Investor

(To be executed at the time of taking over the godown by Hafed after the godown is complete in all respect)

THIS AGREEMENT made on this the .....day of .....20.... between M/s .....(name & address of the Investor), (hereinafter called "Lessor" which expression shall unless excluded by or repugnant to the context, be deemed to include their heirs, executors, administrators, representatives and successors in office) of the one part and - THE HARYANA STATE COOPERATIVE SUPPLY AND MARKETING FEDERATION LIMITED (Hafed), a body corporate under the \_\_\_\_\_ (hereinafter called the "Lessee" which expression shall, unless excluded by or repugnant to the context, be deemed to include their successors in office) of the other part.

WHEREAS pursuant to the offer of Seven years guaranteed hiring given by the Lessee for using the godowns to be constructed with private participation and whereas Lessee floated tenders for the same and after the acceptance of the said tender a valid contract dated \_\_\_\_\_ has been concluded for the construction of godown and subsequent lease to Lessee, binding between the parties therein in accordance with the terms and conditions of the tender and as the Lessor since completed the Construction and handed over the possession of godown at ..... (complete address of godown) of ..... capacity to Lessee.

WHEREAS the Lessor has furnished Bank Guarantee for Rs. ....(@Rs. ....per MT for full capacity of the godown) bearing No.....date.....issued by.....(name of the bank) and valid till .....

Now this agreement witnesseth as follows:

1. The lease shall remain in force for a period of Seven years, from the date of taking over the possession of the said godown. The Lessee shall pay the agreed rent to the Lessor within 15 days of the submission of monthly bills in triplicate copy @ of Rupees \_\_\_\_\_ Metric Ton Per month totaling to an amount of Rupees -----/Month and there will be no enhancement of rent during the agreed period of seven years. The Lessee agrees to make payment of rent to the Lessor through the authorized bank

of the Lessor as per the request of the Lessor till the contract remains in operation from the date of actual possession, as per request of the party/bank. The Lessee shall have the liberty to release the godowns after the guarantee period of seven years.

2. The expenditure towards registration, stamp duty etc. of the lease deed shall be borne by the lessor.
3. It shall be the responsibility of the Lessor to ensure that Bank Guarantee furnished at the time of execution of this Lease shall remains continuously valid during the currency of lease period and six months thereafter. **Hafed** will independently verify the genuineness of bank guarantee as well as its extensions from time to time as furnished by the tenderer.
4. If the tenderer fails or neglects to observe or perform any of his obligations under the contract, it shall be lawful for the Corporation to forfeit either in whole or in part, in its absolute discretion, the security deposit furnished by the tenderer or to appropriate the security deposit furnished by the tenderer or any part thereof in or towards the satisfaction of any sum due to be claimed for any damages, losses, charges, expenses or costs that may be suffered or incurred by the **Hafed**.
5. The lessor shall be responsible to keep the godowns fit for storage of food grains during the Agreement period with the Lessee. The expenditure on the major & minor maintenance as well as white washing, painting etc. will be borne by the Lessor. The minor day to day repairs shall be carried out by the lessor at his own cost as far as possible within 24 hours. All the major repairs such as seepage, repairs of exterior walls, roofing, burning of electrical wiring, change of pipes etc. shall be carried out by the Lessor within the time frame given by the Lessee through its local representative. Urgent repairs to stop damage to food grains or for the safety of Lessee/lessor manpower has to be carried out immediately. In case the lessor delays or fails to do the repairs as above, Lessee will be at liberty to undertake the work and the expenses will be deducted from the rent payable/ Security Deposit.
6. In case the godown or any part thereof becomes un-storage-worthy, **Hafed** shall notify the same to the tenderer and the tenderer shall carry out the necessary repairs immediately at his cost to make the premises storage worthy. No rent is payable in respect of the godown or such part thereof which was rendered un-storage-worthy for the period the premises remained un-

storageworthy. In case the tenderer delays or fails to carry out the repairs as above, **Hafed** will be at liberty to undertake the work and the expenses will be deducted from the rent payable/Security Deposit. **Hafed** reserves the right to terminate the agreement and exit out of the guarantee/agreement without any liability/compensation, if the godown is rendered permanently un-storageworthy.

7. Lessee may terminate the lease at any time during its currency, in case the lessor fails to fulfill any of its obligations under the contract or breaches any of the terms of the contract, by giving Thirty days notice in writing to the Lessor at their last known place of residence / business and the Lessor shall not be entitled to any compensation or rent or any other payment for the remaining period of the guaranteed hiring by reason of such termination. In the event of the termination of the contract by Lessee, the Bank Guarantee will be encashed. The decision of the Lessee, under this clause shall be final, conclusive and binding on the lessor.
8. The Lessee shall pay the Rent through the Bank nominated by the lessor during the Guarantee period from the date of taking over the godown. Bank loan if required can be had from any banker at the initiative of the lessor. The choice of the bank loan, bank & branch to be borrowed from, are the choice of the lessor and the Lessee will give consent, if required, only to the extent of entering into tripartite agreement with the bank and the lessor for payment of rent directly to the bank upon taking over of the godown.
9. The Lessee shall not carry out any alterations or additions to the building / premises except as may be necessary for installing temporary office cabins, Air –conditioners, telephones etc. The Lessee shall surrender vacant possession of the property along with all fixtures, fittings and furnishings at the time of expiry of lease deed to the lessor.
10. Lessee shall pay the electricity charges and water charges as per the bills received from the respective authorities. The lessor shall pay all taxes, cess, levies, fees including property tax etc. in respect of the scheduled property without fail and produce the documentary proofs of the same as and when demanded for verification. In case of default in making payment of such taxes and levies, Lessee will be at liberty to pay the same alongwith penalty etc. (if any) to the concerned authorities and thereafter making recovery from the rent.

11. The lessor shall ensure compliance of all statutory Acts, Regulations, Rules, Orders and local /Municipal Laws and the lessor shall file necessary returns, pay levies, Taxes, Surcharge Fees etc. as applicable and as amended from time to time, to such Authorities and or in compliance of statutory provisions and the Lessor will be responsible for any fines or penalties imposed for the non compliance of any such rules/law.
12. It shall be the responsibility of the lessor to deposit the service tax (if applicable)with the concerned Authority as per rates applicable from time to time. Service tax as applicable can be claimed by the lessor along with the monthly rent provided the lessor furnishes an invoice for the same containing valid service tax registration number .
13. The Lessee will be entitled to display its Sign board in the scheduled premises on the building as well as at the entrance as the Lessee may deem fit.
14. That the lessor shall not keep any of his goods or materials in the scheduled property leased to the Lessee without prior permission of Lessee.
15. The weighbridge operations would be carried out by Lessee. Annual maintenance contract would be done by Lessee with the company and the charges for the same would be deducted from the storage charges bills of the lessor. AMC would take care of maintenance as well as certification of the weighbridge.
16. The lessor must keep the scheduled property duly insured at all times during the agreement period at his cost.
17. The Lessee is at liberty to sublease whole or any portion of the godown to any party/entity for such period the Lessee deems fit but not exceeding the guarantee. The sublease can be effected by the Lessee without any permission from the lessor and no extra payment or compensation will be payable to the lessor for such sublease.
18. The lessor shall indemnify, defend, and hold harmless the Lessee and its employees during and after the term of this lease against all liabilities, damages, losses, expenses, deaths, demands, actions, proceedings, costs, Taxes, duties, charges, levies and claims of any nature whatsoever as a result of or arising out of or in any way connected with the acts, omissions, negligence, nuisance, breach of the terms of this lease, and failure to

perform obligations herein, directly or indirectly by the lessor or its Management, employees, staff, agents or affiliates.

19. The local authorized representative of the Lessee at the Warehouse or any officer acting on his behalf shall allow the lessor, his agents, representatives or employees to enter into the premises for the sole purpose of undertaking any inspection and repairs. The lessor shall agree and undertake to make good any loss or damage caused to the premises, goods, equipment and property by his agents, representatives or employees while rendering the services.
20. The lessor shall not during the currency of the contract make without the prior approval of the Lessee, any changes in the constitution of the firm including change of partners/directors failing which the contract shall be forthwith liable for termination treating it as breach of contract by the contractor with consequences flowing therefrom. Lessee is hiring these spaces for keeping its own food stocks, however, Lessee will be free to use these spaces for keeping stocks belonging to any other party and no additional charges will be paid to the lessor on this account. While doing so, Lessee will also be entitled without any additional charges to get temporary structures erected to physically segregate the stocks of different parties at own cost subject to further condition that Lessee will later remove these temporary structures at its own cost.
21. The terms of this lease deed shall be governed, construed, interpreted and enforced in accordance with the Laws of India in force. In case of any doubt in interpretation of the terms of this lease deed, the decision of Lessee shall be final and binding on the parties.
22. **PERFORMANCE GUARANTEE:-**
  - a. The lessor shall furnish security @ **Rs.50 per MT** for full storage capacity of the godown(s) in the form of irrevocable bank guarantee at the time of execution of lease agreement towards fulfillment of the contractual obligation failing which the Security Deposit will be forfeited and the guarantee will stand cancelled without prejudice to such other remedies as may be available to the Lessee under the terms of the lease/law. The Bank



Guarantee shall be in the prescribed form and should be issued by any Nationalized Bank.

- b. The Performance Guarantee will be returned to the Lessor on due and satisfactory performance of the services and on completion of obligations by the lessor under the terms of lease and issuance of clear "No demand

Certificates" by the Lessee. The No Demand Certificate will be issued only after clearance of all claims of the Lessee against the Lessor. The Lessee deserves the right to invoke Bank Guarantee at any time during the currency of lease and six months thereafter in case of breach of any terms and condition of the lease.

- c. The decision of the Lessee towards the amount determined for deduction will be final and binding on the lessor.

**23. SET OFF**

Any sum of money due and payable to the lessor under this lease may be set off against any claim of the Lessee for the payment of any sum of money arising out of this contract or under any other contract between the parties.

**24. FORCE MAJEURE**

A Force Majeure means any event or circumstance or a combination of events which are beyond the reasonable control of the affected Party, which such Party could not have prevented or reasonably overcome with the exercise of reasonable skill and care in relation to the implementation of this Agreement, which do not result from the negligence of such Party or the failure of such Party to perform its obligations hereunder which are of an incapacitating nature and of a severe magnitude and have a Material Adverse Effect on the affected Party's obligations under this Agreement.

A Party shall be entitled to suspend or excuse performance of its respective obligations under this Agreement to the extent such performance is impeded by a Force Majeure event.

**(a) Procedure for Force Majeure**

If a Party claims relief on account of a Force Majeure, then the Party claiming to be affected by the such event shall, as soon as reasonably practicable and in any event within seven days of becoming aware of the Force Majeure, give notice of and describe in reasonable detail the effect of such Force Majeure to the other Party in writing, including the dates of commencement and estimated cessation of such Force Majeure and its

effects on the Party's obligations under this Agreement. Upon cessation of the situation which led to a Party claiming Force Majeure under this section the relevant Party shall within seven days thereof notify the other Party in writing of the cessation and the Parties shall as soon as practicable thereafter continue performance of all obligations under this Agreement but without prejudice to the excuse of performance of all obligations during the continuance of the Force Majeure.

**(b) Prolonged Force Majeure**

In the event Force Majeure continuously impedes or prevents a Party's performance for longer than 60 consecutive days from the date of commencement of such Force Majeure, notwithstanding the suspension of the obligations of the Parties, they are at liberty to terminate this Agreement.

25. The contract will be governed by the laws in India for the time being in force. All disputes arising of this tender, will be dealt in Court of Law of Competent Jurisdiction.

IN WITNESS WHEREOF this lease deed has been executed by the duly authorized representatives of the parties hereto on the day and year first above written.

Name & Designation of Lessee

Witnesses:

- 1.
- 2.

Name and address of Lessor

Witnesses :

- 1.
- 2.

## **APPENDIX-II**

### **MODEL FORM OF BANK GUARANTEE APPLICABLE FOR LEASE PERIOD**

This deed of guarantee made this \_\_\_\_\_ day of \_\_\_\_\_ between \_\_\_\_\_ (Name of Bank) having its registered office at \_\_\_\_\_ (place) and one of its local offices at \_\_\_\_\_ (hereinafter referred to as the Surety), and THE HARYANA STATE COOPERATIVE SUPPLY AND MARKETING FEDERATION LIMITED (Hafed), a body corporate, constituted under \_\_\_\_\_ and having its Head Office at (hereinafter referred to as Hafed ).

WHEREAS M/s.....( hereinafter referred to as „Lessor“) a Company/Firm registered under \_\_\_\_\_(if applicable) and having its registered office at \_\_\_\_\_ is bound as per clause no. ... of terms and conditions of the contract awarded against tender No.....dated..... vide acceptance letter No.....dated.....to furnish a Performance Guarantee by way of Bank Guarantee for Rs.....(Rupees.....only) @ Rs. ....Per MT at the time of execution of Lease Agreement for due performance of all obligations under the said Agreement.

#### **NOW THIS WITNESSETH:**

1. That the Surety hereby undertakes to guarantee payment on demand without demur to Hafed and without notice to the lessor the said amount of Rs .... (Rupees.....) within one week from the date of receipt of the demand from Hafed on presentation of this deed of guarantee .
2. This Guarantee shall not be affected/discharged by any infirmity or irregularity on the part of the Lessor and by dissolution or any change in the constitution of Hafed /Lessor or the surety
3. The Surety shall pay to the Hafed any money so demanded notwithstanding any dispute or disputes raised by the Lessor against Hafed, Bank or any other person(s) in any suit or proceeding pending before any court or tribunal relating thereto as the surety's liability under this guarantee being absolute and unequivocal.
4. The payment so made by the Surety under this Guarantee shall be a valid discharge of its liability for payment there under and the Lessor shall have no claim against Surety for making such payment.
5. The Surety further agrees and undertakes that the Guarantee herein contained shall remain in full force and effect during the period of said Lease Agreement

and that it shall continue to be enforceable till all the dues of the Hafed under or by virtue of the said Lease Agreement have been fully paid and its claims satisfied or discharged or till Hafed certifies that the terms and conditions of the said Agreement have been fully and properly complied and carried out by the said Lessor.

6. The Surety shall not and cannot revoke this guarantee during its currency except with previous consent of Hafed in writing.
7. Notwithstanding anything contained in the foregoing, the Surety's liability under the guarantee is restricted to Rs ..... (Rupees.....).
8. This guarantee shall remain in force and effective upto ..... and shall expire and become ineffective only on written intimation given to the Surety by Hafed for this purpose and in that case this guarantee shall stand discharged.
9. Any forbearance, act or omission on the part of Hafed in enforcing any of the conditions of the said Lease Agreement or showing of any indulgence by Hafed to the „Lessor“ shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the written intimation thereof being given to the Surety by Hafed.
10. Notwithstanding anything contained hereinabove, unless a demand or claim under this guarantee is made on the Surety in writing on or before ..... the Surety shall be discharged from all liabilities under guarantee thereafter.
11. The Surety has the power to issue this guarantee under its Memorandum and Articles of Association and the person who is hereby executing this deed has the necessary powers to do so under the authority conferred on him by the Surety.

SIGNED AND DELIVERED

For and on behalf of above named Bank.

For and on behalf of

(Banker's Name and Seal)