

NOTICE INVITING TENDER

THE HARYANA STATE COOPERATIVE SUPPLY AND MARKETING FEDERATION LIMITED (HAFED), SECTOR-5, PANCHKULA (HARYANA)

Online bids under two bid system i.e. Technical Bid and Financial Bid, are invited from interested eligible bidders for cluster-wise engagement of service provider(s) for carrying out the operations of Preservation, Maintenance and Security (PMS) of food grains stored in HAFED's own and hired Godowns in the State of Haryana as specified in **Annexure-I** of the tender document, as per schedule given below:-

Submission of online bids	08.03.2022 at 03.00 PM to 22.03.2022 at 03:00 PM
Opening of technical bids	22.03.2022 at 3.30 PM

The technical bids will be opened in the Committee Room, HAFED Corporate Office, Sector-5, Panchkula in the presence of the bidders or their authorized representatives, who may wish to be present. The date and time of opening of financial bids will be notified online to technically eligible bidders.

The tender form along with detailed notice inviting tender (DNIT) and terms & conditions can be downloaded from e-tendering portal of Government of Haryana i.e. <https://etenders.hry.nic.in>. The bids can be submitted on payment of non-refundable tender fee of Rs. 20,000/- (Rs. Twenty Thousand only) per tender form. For participating in the above e-tender, the tenderers shall have to get themselves registered on e-procurement portal of Government of Haryana i.e. <https://etenders.hry.nic.in> and get user id and password for which applicant has to pay one-time registration fee. Class 2 or Class 3 Digital Signature Certificate (DSC) and encryption certificate issued by a licensed certifying authority (CA) is mandatory to participate in the e-tendering process.

HAFED reserves the right to reject or modify the tender enquiry at any stage without assigning any reason and also reserves the right to reject any or all the bids in whole or part, prior to signing of the contract, without assigning any reasons. HAFED will not be liable for any costs and consequences incurred by such intending entrepreneur.

Managing Director HAFED

DETAILED NOTICE INVITING TENDER

HAFED invites e-tenders for preservation and maintenance of food grains, Oilseeds and Pulses and other stock articles stored in its godowns.

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.	Preservation and maintenance work	Rs. 15/- per MT.	19000/-+1000/- =Rs.20000/-	08.03.2022 at 03.00 PM	22.03.2022 at 3.00 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.

- 1. The payment for Tender Document Fee and Processing Fee shall be made by the bidders online directly through Debit Cards & Internet Banking Accounts and the payment for EMD can be made online directly through RTGS/NEFT or OTC Please refer to 'Online Payment Guideline' available at the Single e-Procurement portal of GoH (Govt. of Haryana) and also mentioned under the Tender Document.**
- Intending bidders will be mandatorily required to online sign-up (create user account) on the website <https://etenders.hry.nic.in> to be eligible to participate in the e-Tender. **He/ She will be required to make online payment of required EMD in due course of time. The intended parties fails to pay EMD fee under the stipulated time frame shall not be allowed to submit his/her bids for the respective event/Tenders.**
- The interested bidders must remit the funds at least T+1 working day (Transaction + One Day) in advance as given under Key Dates **and make payment via RTGS/ NEFT or OTC to the beneficiary account number specified under the online generated challan. The intended bidder/agency thereafter will be able to successfully verify their payment online, and submit their bids on or before the expiry date & time of the respective events/Tenders at <https://etenders.hry.nic.in>**
- The interested bidders shall have to pay mandatorily Processing Fee of Rs. 1000/- and document fee of Rs. 19000/- (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.15/- 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.

7.3 FINANCIAL or Price Bid PROPOSAL shall be submitted mandatorily online under Commercial Envelope and original not to be submitted manually)

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

- 7.4 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.
- 7.5 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:

- 7.6 Bidder selects Net Banking option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount to be paid by bidder.
- 7.7 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.

7.8 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:

7.9 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.

7.10 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.

PART- A Technical Bid

1. INTRODUCTION

Haryana State Cooperative Supply And Marketing Federation Limited (HAFED) is the leading agency for procurement and storage of food grains, Oil seeds and Pulses in Haryana.

2. IMPORTANT DATES OF TENDER

Date of publication of NIT in News Papers	08.03.2022
Starting date & time of bid submission	08.03.2022 at 03.00 PM
Closing date & time of bid submission	22.03.2022 at 03:00 PM
Technical Bid Opening date &time	22.03.2022 at 3.30 PM
Financial Bid Opening date & time	Will be intimated online

DEFINITIONS/ABBREVIATIONS:-

- A. **'AUB'** means actual utilization basis.
- B. **CWC** means Central Warehousing Corporation.
- C. **'FEDERATION'** means the Haryana State Cooperative Supply and Marketing Federation Limited
- D. **'DISTRICT MANAGER (DM)'** means concerned District Manager of HAFED, in jurisdiction of which the warehouse is located.
- E. **'FCI'** means Food Corporation of India.
- F. **'GHB'** means general hiring basis i.e. the capacity hired by HAFED on hiring basis.
- G. **'GOI'** means Government of India.
- H. **'FIELD INSPECTOR' (FI)** means the concerned Field Inspector/Store Keeper posted in the particular warehouse unit/units, on behalf of HAFED.
- I. **'MANAGING DIRECTOR (MD)'** means the Managing Director of the HAFED.
- J. **'PMS'** means Preservation, Maintenance and Security.
- K. **'SERVICE PROVIDER'** means contractor to be engaged for providing services under this contract agreement.
- L. **'SERVICES'** mean the performance of work enumerated in **Annexure 'II'** including such auxiliary, additional and incidental

duties, services and operations as may be indicated by the local authorized official/officer of the HAFED or any person authorized by him in this behalf and are not inconsistent with the terms and conditions of this tender.

- M. **“SPA”** means State Procuring Agencies.
- N. **'STOCKS'** means food grains, Oilseeds, Pulses and other stock articles stored in the godowns.
- O. **'WAREHOUSE'** or **'Godowns'** means the godowns of HAFED either own or hired. This includes any plinth available in the premises.

3. ADDRESS FOR CORRESPONDENCE

3.1 The address for correspondence with HAFED will be 'Managing Director, HAFED, Corporate Office, Sector-5, Panchkula'.

3.2 For all purposes of this contract, the address of the service provider mentioned in the bid shall be the address to which all communications shall be sent, unless the service provider has notified a change by a separate letter through registered post/ speed post with due acknowledgement. Further, the service provider shall be solely responsible for the consequence of any omission to notify a change of address in the manner aforesaid.

4 OBJECT OF THE CONTRACT

4.1 Online bids under two bid system i.e. technical bid and financial bid through <https://etenders.hry.nic.in> are invited from eligible bidders to carry out the operations of Preservation, Maintenance and Security (PMS) in the HAFED's Godowns (indicated in **Annexure-I**) own or hired by HAFED in the State of Haryana, as per technical manual/guidelines of HAFED or norms prescribed by HAFED/FCI indicated in **Annexure-II**. Bidder so finalized will not known as service provider.

4.2 The service provider shall render all services given in the tender document and also as directed from time to time by the local authorized representative of HAFED at the godown or any other officer acting on his behalf together with such additional auxiliary and incidental duties, services and operations as may be indicated by the authorized representative of the HAFED at the Godown and/ or any officer acting on

his behalf and are not inconsistent with terms and conditions of this tender.

5 PERIOD OF CONTRACT

The contract shall remain in force for a period of three years (3 years) on actual utilization basis, which can be further extended by two years (2 years) on actual utilization basis. The extension of time period shall be on mutual consensus of both HAFED and service provider and without any price escalation. Further, if zero stock level is not achieved during the last month of the original/extended contract period, HAFED may at its discretion further extend the contract on actual utilization basis, for such further period required to liquidate the stocks, but not exceeding six months.

6 SCOPE OF WORK

6.1 The service provider to be engaged shall be responsible for preservation, maintenance and security (PMS) of food grain stocks in accordance with the instructions of HAFED and technical manual /guidelines of HAFED /State Government/FCI/GOI as are in force and as may be amended from time to time.

6.2 The service provider shall be responsible for maintenance of both quantity and quality of stocks (Food grains/Oilseed/Pulses/Stock articles etc.) stored in HAFED's godowns, which are entrusted to him for PMS operations.

6.3 The service provider shall be responsible for quality cuts on account of weevilling and living infestation in the stocks, if levied by FCI at the time of taking over the stocks from HAFED or on the basis of destination complaints of FCI and in such cases similar deduction will be affected from the bills of PMS of the service provider by HAFED.

6.4 The service provider will be responsible for deductions made by FCI on account of quality cuts, moisture cuts etc. and also on account of less gain delivered than assured gain in wheat stocks. Demurrage Charges/ carry over charges due to the fault of service provider as impaired by FCI/any other authority will also be recovered from the service provider.

6.5 The service provider will be responsible for any losses including abnormal storage losses which would be beyond the standards prescribed by the HAFED/FCI/State Government/GOI. The losses will be worked out at the time of dispatch of the stocks. Such storage losses over and above the norms prescribed by HAFED/FCI will be recovered from the due payments on account of PMS charges in the following months or security deposit of the service provider, as the case may be.

6.6 Liability towards damages/ down gradation/ deterioration of stocks, if any, will be borne by the service provider. However, if such damages/down gradation/deterioration of stocks is due to storage period exceeding three years for Rice and four years for Wheat, each such case shall be examined based on its merits by the Committee at HAFED Head Quarter level.

6.7 The fool-proof security arrangements shall be made by the service provider in respect of the stocks stored in godown and in case of any defalcation/shortage of stocks, the service provider shall be liable to compensate the HAFED to the extent of actual deduction affected/ made by FCI or actual loss occurred to HAFED. This loss shall be deducted from the bills of service provider.

6.8 The service provider will be required to take immediate action to rectify the discrepancies/ irregularities in services pointed out by HAFED/ FCI within the period specified in the notice served by HAFED/ FCI, failing which HAFED shall be at liberty to recover the amount of such losses and/or get the work done from alternative sources at the risk and cost of the service provider as the case may be.

6.9 The service provider mandatorily has to open the godown (s) as and when required/ directed by the authorized representative of HAFED or any other person deputed in this regard. The service provider shall be required to maintain hygienic conditions inside the godown(s) and would promptly undertake spillage collection and cleaning of godowns after each special is loaded or movement of stocks is done, as the case may be.

6.10 The service provider shall deploy its personnel to verify the correctness of the receipt/dispatch of stocks in addition to deploying

workers for preservation & maintenance of stocks and watch & ward thereof and the authorized representative of service provider will duly verify the entries of receipt/dispatch and correctness of weight of stocks by putting his signatures along with the official deputed by the HAFED on the weight check memo, register/weightment sheets and the daily transaction register.

6.11 The service provider shall engage at least one technical person for preservation and maintenance of stocks for every 30,000 MT capacity or part thereof having qualification and minimum experience as per **Annexure-III**.

6.12 It shall be the responsibility of the service provider to ensure the data entry on day to day basis through the software to be provided by HAFED /FCI, for which necessary manpower with adequate knowledge of computers shall be deployed by the service provider.

6.13 The service provider should provide equipment and minimum manpower working on the rolls of the company/ firm with adequate qualification/ experience as per below mentioned table:

Sr. No	Capacity (in MTs)	Clerks & Accountants	Security	Dusting Operators	No. of Computer with internet, Printer & UPS
1	0 to 10,000	2	4	2	1
2	10,001 to 20,000	2	5	3	2
3	20,001 to 30,000	3	6	4	2
4	30,001 to 40,000	3	8	5	3
5	40,001 to 50,000	4	10	6	3

Note: The number of security guard and Dusting Operators shall increase in proportionate manner for capacity more than 50,000 MT with reference to the table above.

6.14. The service provider shall provide all infrastructure required for preservation and maintenance of stocks i.e. Dunnage as Wooden Crates/Plastic Poly Pallets, LDPE Covers, Nets, Tarpaulins, Insecticides for fumigation and spraying equipment required for imparting of chemical treatment to the stocks, locks, weighing scales and all other equipments as may be required for proper

safety and upkeep of health of stocks etc., in accordance with the instructions of the HAFED/FCI.

6.15 The service provider shall purchase all required insecticides/ chemicals required for maintenance of health of stocks during a particular calendar year well in advance. The service provider will also have to deposit the purchase bill of insecticides/ chemicals so purchased with the concerned District Manager, HAFED. The service provider shall maintain an inventory of chemicals equivalent to the requirement for imparting treatment to stocks for at least 3 months at any given point of time.

6.16 The service provider will also have to maintain record of the insecticides consumed from time to time and also the empty containers/tubes, which will be disposed of with prior approval of the concerned District Manager, HAFED and also in the presence of the authorized representative of the concerned District Office, HAFED. Necessary documentation for such disposal shall be jointly signed by HAFED and the service provider.

6.17 The service provider shall be responsible to perform all other allied incidental works in furtherance of the assignment of PMS work such as collection of spillage and repair/ stitching of bags during receipt/ dispatch of grains, facilitate the inspections, as and when conducted by HAFED/ FCI along with preparation of action taken reports (ATRs) as instructed by HAFED at no extra cost.

6.18 In case of receipt of rain affected stocks of wheat/ paddy, the service provider shall take necessary salvaging operations and aerate the stocks before stacking and shall be responsible to maintain the health of such stocks for a period of nine months or such period as decided by HAFED/FCI/GOI subject to condition that such period could be extended by mutual consent.

6.19 The service provider shall be responsible to keep the godowns fit for storage of food grains during the contract period. The service provider shall not carry out any additions or alternations to the buildings, fittings and fixtures except as may be necessary for the installation of necessary

utilities such as Computer/AC. The service provider shall be responsible for handing over vacant & peaceful possession of the godown along with all fixture & fittings in as good and serviceable condition as they were at the time of taking possession except natural wear and tear.

Provided that the service provider would promptly inform the HAFED regarding minor/ major civil structural deficiencies like roads, street, boundary, floor & leakage, weighbridge malfunctioning etc., if any and the repair/ rectification of the same shall be carried out by HAFED.

6.20 The service provider shall have to maintain/ fumigate all the stocks stored in the godowns for which PMS have been entrusted.

6.21 The stocks will be held in joint lock and key system i.e. one set of keys shall be held by the official/officer of HAFED, In-charge of the complex of the godown or any other official authorized for this purpose and the other set of keys shall be held by the authorized representative/employee of the service provider. A proper log book/Visitors Register with respect to the entry/exit of each officials/ staff of service provider/labour personnel working in the godown as well as opening and closing of the godowns shall be maintained.

Note: The Field inspectors posted in HAFED's Godowns shall supervise the various operations to be performed by the service provider like receipt, weighment, preservation, fumigation and delivery/disposal of stocks. They would also ensure that proper records are being maintained by the service provider.

6.22 Since the Food Corporation of India is managing its daily stock accounts and other allied activities like PDS etc., by feeding the data in the depot online software and transmitting the data to the central server through Internet, it will be obligatory on the part of the service provider to feed data on daily basis as prescribed and also maintain stock account through the this software. In case the service provider fails to provide this service, he is liable for recovery of 2% of the monthly charges as penalty and in addition HAFED will be free to get data feeding done at the risk and cost of the service provider.

7 PREPARATION OF BIDS

7.1 Bids shall be submitted in English language only. The bidder should

upload the legible copies of duly filled in/ completed/ signed (on each page) copy of required documents in the serial as mentioned at **Annexure-VI**. Incomplete offer/ tender in respect of required documents or information shall be rejected.

7.2 In event of space 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/service provider. In such cases, reference to the additional pages must be made in the tender form.

8 VALIDITY OF BIDS

The bids shall remain open and valid for acceptance up to 90 days from the date of opening of technical bid. However, HAFED reserves the right to extend this period by another 30 days at its discretion and such extension shall be binding on the bidders. The EMD of the bidder(s) not keeping the offer open for the prescribed period shall be forfeited, without prejudice to any other rights and remedies of HAFED against the bidder and the bidder will further be debarred from participating in any other Bid Enquiry with HAFED for a period of three years.

9 SIGNING OF BIDS

- 9.1 Person(s) signing the bid shall submit an authority enabling him/ her to do so on behalf of the organization/ company/ firm, e.g. whether signing
- 9.2 As a "sole proprietor" of the firm or his attorney;
- 9.3 As a "partner" or "authorized attorney" of the partnership firm;
- 9.4 As a Secretary/ Manager/ Director/ Karta/ Duly Constituted Attorney etc. of companies and partnership firms registered under the Indian Companies Act, Indian Partnership Act and HUF.
- 9.5 In case of Partnership firm, the names of all partners should be disclosed and the bid shall be signed by all the partners or duly authorized person on behalf of all the partners. The attested copy of the registered partnership deed shall be furnished along with the Bid.
- 9.6 In case of companies, the names of all the Directors shall be mentioned and a self-attested copy of the resolution passed by the company authorizing the person signing the Bid to do so on behalf of the company

shall be attached with the bid. Such resolution should be in clear and unambiguous terms providing the details & identity of the Authorized person and attestation of his signature.

9.7 The person signing the bid or any other documents forming part of the bid, on behalf of any other person or a firm shall submit a proper 'Power of Attorney' duly executed on a non-judicial stamp paper of appropriate value and attested by a Notary Public in his favor, stating that he has authority to bind such other person(s), or the firm, as the case may be, in all matters, pertaining to the contract. For this, a declaration in the format prescribed at **Annexure-IV** shall also be submitted by the bidder. If at any stage, it is found that the person concerned had no such authority, HAFED may, without prejudice to other civil/criminal remedies, terminate the contract and hold the signatory & the firm liable for all the consequential costs and damages.

If the person, so signing the bids, fails to produce necessary documentary proof of his/ her authority as indicated above, his/ her bid shall be summarily rejected without prejudice to any other rights of the HAFED under the law.

9.8 HAFED will evaluate only those bids that are received in the prescribed formats and complete in all respects. Incomplete and /or conditional bids shall be summarily rejected. The bid and all related correspondence and documents in relation to the bid process shall be in English language only. Supporting documents and printed literature furnished by the bidder with the bid may be in any other language provided that they are accompanied by translations in the English language, duly authenticated and certified by the bidder. Supporting materials, which are not translated into English, shall not be considered. For the purpose of interpretation and evaluation of the bid, the English language translation shall only prevail.

10 CONSTITUTION OF SERVICE PROVIDER(S)

10.1 Service provider(s) at the time of submission of bid shall declare, whether they are sole proprietary concern or registered partnership firm or company. The consortium is not allowed to participate in the tender. The

service provider shall also nominate a person(s) in whose hands the management and control of the work relating to the contract during the term and tenure of the contract would lie. The service provider shall require to submit 'Power of Attorney' in the favor of the person(s) so nominated whose act shall be binding on the service provider.

- 11** The service provider shall not during the currency of the contract make, without the prior approval of the HAFED, any changes in the constitution of the organization/ firm. The service provider shall notify to the HAFED the death/ resignation of the partners/directors immediately on the occurrence of such an event. In absence of such notice/approval, the HAFED shall have the right to terminate the contract and the HAFED will not be liable for any outcome arising due to such change in constitution of the firm.

12 ELIGIBILITY CRITERIA FOR TENDERER

12.1 The tenderer who fulfill the eligibility criteria alone shall apply. The minimum eligibility criteria for the tenderer are as follows:-

Particular	Eligibility criteria	Documents required
Annual Turnover	<p>The minimum average annual turnover of the bidder from warehousing Management Services for Central Pool Stock or State Procuring Agency stock in last three financial years, i.e. FY 2018-19 to 2021-22., must be not less than are as follows:</p> <ul style="list-style-type: none"> ➤ Rs.4.00 Crore for upto 1.50 LMT capacity. ➤ Rs.8.00 Crore for upto 3.00 LMT capacity. ➤ Rs.15.00 Crore for upto 4.50 LMT capacity. 	<p>Certificate from a Chartered Accountant certifying that the turnover of bidder only from warehousing Management Services for Central Pool Stock or State Procuring Agency.</p> <p>Net worth certificate is also from a Chartered Accountant.</p> <p>In both the certificates ICAI Registration Number & Seal of Chartered Accountant is essential.</p>
Net worth	<p>The net worth of the bidder as on 31st December 2021 should at least are as follows:</p> <ul style="list-style-type: none"> ➤ Rs.8.00 crore for upto 1.5 LMT ➤ Rs.18.00 crore 	

	<p>for upto 3.00 LMT</p> <p>➤ Rs.30.00 crore for upto 4.50 LMT</p> <p>(The net worth is Excluding of residential house/residential property)</p>	
Experience	<p>The bidder (either directly or through its owned subsidiary or partnership) should have experience in preservation, maintenance, security and storage/warehousing of Central Pool /State Procuring Agency Stock not less than are as follows:</p> <p>The bidder must have experience of 100% of the capacity applied of MSP procured food grain, Pulses, oilseed, Paddy Rice etc. of Central/State government agencies at par with HAFED/ CWC/ SWC/FCI NAFED etc. in any State/Union Territory across India.</p>	Experience certificate of related work should be issued from Central/State Government agencies at par with HAFED/ FCI/ CWC/ SWC/ NAFED etc.

Note:

- A. The year for the purpose of experience will be taken as Financial Year (1st April to 31st March) excluding the financial year in which tender enquiry is floated.
- B. Experience certificate in the proforma prescribed at **Annexure V** shall be produced from Organization stating proof of satisfactory execution and completion of the contract(s) besides duly certifying nature, period of contract, and value of work handled.

12.2 The tenderer should be a profit making entity in each of the last three financial years. As a proof of this tenderer should must upload Copy of duly audited P & L Account and Balance Sheet of last 3 financial years or ITRs of proprietor/ all the Partners as mentioned at Sr.No. 15, Annexure-VI.

12.3 The tenderer / service provider should possess a valid EPF code

required for payment of EPF to the workers and would be required to submit a declaration that the service provider is not a defaulter of EPF and the EPF return filed for the last quarter.

It is also clarified that the service provider shall be the Principal Employer for all the manpower engaged by him for discharge of this contract under the EPF Act.

12.4 Tenderer should have at least 50 (fifty) regular employees on its rolls, out of which 5 (five) employees should possess minimum qualification and experience of preservation and maintenance of food grains/ agricultural produce as prescribed in **Annexure-III**.

12.5 The service provider should either possess a valid Fumigation licence, which is required to remain valid for the period of this contract or should have applied for the same with the appropriate authorities at the time of submission of bid, in which case the service provider shall mandatorily have to submit a copy of valid licence within three months of award of contract, if so. In the latter case, he shall also have to submit a registered agreement with an agency, which possesses the requisite licence for fumigation of food grains, to fumigate the stocks stored in HAFED's godowns during the intervening period i.e. till the bidder gets his own fumigation licence. The service provider shall have to submit the required documents in support, as the case may be.

12.6 The bidder/ service provider is mandatorily required to submit the documents mentioned in **Annexure VI** along with the technical bid. The financial bid will be opened of only those bidders who qualify the technical bid.

13. DISQUALIFICATION CONDITIONS

13.1 If the bidder/proprietor or its director/ partner, has been blacklisted or debarred individually or as a part/member of any Firm/company/consortium by Government or any Department/Unit of Government or any Public Sector Undertaking (PSU), in such case will be ineligible, during the period of such blacklisting/ debar.

13.2 If the bidder/proprietor or its director/ partner is, at any time, convicted

by a court and sentenced to imprisonment for a period of three years or more, such tenderer will be ineligible.

13.3 If the bidder/proprietor or its director/ partner is declare insolvent or facing insolvency proceeding before NCLT or any other Court/Tribunal formed by the Central Government or any State Government in this regard or declared willful defaulter by RBI or any other Nationalize/Scheduled Bank.

13.4 Any bidder or its director/ partner, whose contract with the Central/State Government or their department or any Public- Sector Undertaking/Bank has been terminated before the expiry of the contract period on account of breach of contract or Earnest Money Deposit and/or Security Deposit has been forfeited at any point of time during last five years or has Non Satisfactory performance while working , will be ineligible.

13.5 Any bidder/ its associate/ partner who is having dispute/pending litigations with respect to rendering services to HAFED is also not eligible to participate in this tender.

13.6 In case an FIR has been lodged by any Central/State Investigation Agency against bidder or its director/partner/proprietor for fraud, loss or any other pertaining to financial transactions/loans/agri business with any Central/State Government/their Agencies/financial institution etc. In such cases bidder will be disqualified ab-initio, notwithstanding the status/ Stage of investigation.

13.7 While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as a proprietor, partner in another firm, or as director of a company etc.) will render the tender disqualified.

13.8 An undertaking on Rs.10/- Stamp paper duly Notarized has to be uploaded (as mentioned at **Annexure-VI Point No.19**) in this regard clearly indicating the above mentioned Clauses.

14 EARNEST MONEY DEPOSIT(EMD)

14.1 The bidder has to deposit an amount equivalent to Rs.15/- per MT of the storage capacity offered in the bid towards Earnest Money

through online payment gateway of the e-tendering portal by RTGS/ NEFT/ ELECTRONIC MODE.

- 14.2** The earnest money shall be liable to forfeiture if the bidder after submitting his tender, resiles from his offer and/or modifies the terms and conditions thereof in any manner. The earnest money is also liable to be forfeited in the event of the service provider's failure after the acceptance of his tender to furnish the requisite security deposit by the due date without prejudice to any other right or remedies of the HAFED under the contract and law.
- 14.3** In event of the bidder submitting the conditional tenders, the EMD of such bidders will be forfeited. Earnest money will be refunded to all the unsuccessful tenderers as soon as possible after a final decision on tenders is taken.
- 14.4** No interest shall be payable on the amount of earnest money paid in any case.
- 14.5** Earnest money deposit of the successful bidder(s) will be adjusted from the total amount of security deposit to be paid at the time of signing of contract, if the contract is awarded. Further in case, if Earnest Money remains more than the Security Deposit required to be paid by the Bidder then the excess amount of EMD will be refunded to the successful bidder as per his request.

15 ONLINE SUBMISSION OF TENDER

15.1 Before the last date & time as notified, the bids shall be uploaded online in two parts, viz., technical bid and financial bid through e-tender portal <https://etenders.hry.nic.in> along with Annexures/ supporting documents etc. which must be serially numbered and signed by the bidder. The bids complete in all respects along with legible copies of duly filled attachments including appendices, annexures, and supporting documents etc. are to be scanned and uploaded in the portal by the authorized signatory as stipulated in the tender document. It is clarified that in any case, the physical/ hard copy of the bid documents will not be accepted.

15.2 HAFED may extend the deadline for submission of bids by issuing an amendment/ corrigendum on the e-portal in which case all rights and obligations of HAFED and the bidders previously subject to the original deadline will then be subject to the new deadline.

15.3 The onus of ensuring fulfillment of the eligibility condition would be on the bidder and any bid, if subsequently found ineligible would be summarily rejected.

15.4 If any of the documents are found to be forged/ fabricated at any stage or any concealment on the part of the bidder is found at any stage, HAFED shall have the right to take action for blacklisting the bidder from participation in any more tenders apart from initiating legal action under the applicable law (s) for causing any loss/damage and to disqualify/summarily terminate the contract without prejudice to any other rights or remedies that the HAFED may have under the Contract and Law.

15.5 If required, the successful bidder will provide original/attested copies of the attachments submitted with the bid on the notified date to enable the HAFED to physically verify the authenticity of the documents. Bidders who fail to furnish the original documents for verification on the date & time fixed for verification will be summarily rejected.

15.6 The indicative list of documents to be submitted along with Bid is at **Annexure –VI**.

15.7 Bids which do not comply with instructions, stipulated in this tender document, shall be summarily rejected.

15.8 The bidders shall not incorporate any condition in the bids as conditional bids and bids which are not submitted strictly in accordance with the tender terms will be summarily rejected.

15.9 It should be clearly understood by the bidder that no opportunity shall be given to them to withdraw offer at any stage after submission of the bids.

15.10 While preparing the technical and price bid, bidders are expected to provide correct and relevant information. If at any stage it is found that the information supplied by the bidder is incorrect, HAFED reserves the right to initiate appropriate legal proceedings including termination of the contract & forfeiture of EMD/Security deposit.

15.11 Financial bid of only those bidders would be opened, who qualify in the Technical Bid.

15.12 Bidder must examine all terms and instructions included in the bid documents. Failure to provide complete and accurate information with supporting documents may result in rejection of Bids.

15.13 The bidder shall bear all costs associated with the preparation and submission of its bid, and HAFED will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

15.14 The bidder shall submit the financial proposal in the price bid template provided along with this document online, clearly indicating the total cost/amount of the bid in both figures and words, in Indian National Rupees (INR) for each cluster (as per **Annexure-I**) separately.

15.15 HAFED shall not be liable for any omission, mistake or error on the part of the Bidder while submitting the bid.

15.16 While submitting the bid, wherever the 'Power of Attorney' is to be submitted by the bidder, such Power of Attorney shall be duly notarized by

a Notary Public.

16 CLARIFICATIONS & AMENDMENTS TO BID DOCUMENTS

16.1 HAFED may, at any time prior to the due date of the bid and for any reason, whether at its own initiative or in response to any clarification sought by any bidder, modify the bid/ tender document. Any corrigendum/ addendum thus issued will be posted on the website of the HAFED i.e. www.hafed.gov.in. as well as e-tendering portal i.e. <https://etenders.hry.nic.in> and such modification will be binding on all. In order to afford the prospective bidders to take into account the modification or for any other reasons, HAFED may, at its discretion extend the due date for the proposal. Such corrigendum/ addendum may not be published in any newspaper.

16.2 HAFED may, at its discretion, seek from any or all bidders, clarification(s) in respect of any particulars furnished in their offer. The request for such clarifications and the response will be in writing to be submitted within the stipulated time.

16.3 HAFED at its sole discretion may ignore minor omission in the submission of technical bid such as omitting to give number on a page etc. in the interest of increasing the competition.

16.4 HAFED at its sole discretion may require any bidder(s) to rectify any discrepancies noticed in the technical bids submitted by them such as serial numbers, missing seal, Attestation etc. It is further clarified that no new document shall be accepted.

17 OPENING OF FINANCIAL BID

17.1 After evaluating the technical bid, the financial bids of only technically qualified bidders will be opened in presence of all the technically qualified bidders or their authorized representatives who may wish to be present at the time of opening of price bids on the scheduled date and time, which will be conveyed/ notified online. Financial bids of the parties who do not qualify in technical bid will not be opened.

17.2 Bidders are at liberty to be present or authorize a representative to

be present at the opening of bids at the specified time and date.

18 ACCEPTANCE

18.1 The tender will be awarded to the lowest bidder. In case same bidder is lowest bidder in more than one cluster then his lowest rate will be considered for other cluster at the time of awarding the work.

18.2 Maximum two clusters will be allotted to a bidder. In case same bidder is the lowest bidder in three clusters then in the cluster having lowest capacity, the counter offer of this lowest rate will be given to L-2 bidder and so on.

18.3 On finalization of tender, HAFED will communicate acceptance of the tender by way of letter of acceptance through post/ e-mail etc. which will conclude a binding contract between the parties and the service provider shall act upon such acceptance letter.

19 SECURITY DEPOSIT

19.1 The successful tender(s) shall furnish, within fifteen working days of acceptance of his tender, a security deposit for the due performance of his obligations under the contract. The security deposit shall consist of-

- a. A sum equivalent to Rs. 50/- per MT for full storage capacity/capacity of the clusters awarded to him in the form of separate bank guarantee, failing which the contract shall be liable to be cancelled at the risk and cost of bidder and also subject to such other remedies as may be available to HAFED under the terms of the contract.
- b. The above required bank guarantee shall be issued by nationalized/ scheduled commercial bank only in the format prescribed by HAFED which shall remain valid and enforceable till six months after the expiry of the contract period. 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.
- c. The amount of Earnest money already deposited will be accounted for while calculating the security deposit and only the balance amount will have to be deposited by the successful bidder. The

security deposit shall not earn any interest.

19.2 The security deposit will be refunded to the service providers on due and satisfactory performance of the services and on completion of obligations by the service providers under the terms of contract and submission of clear "No dues Certificates" both by the concerned District offices and the HAFED Headquarter office subject to such deductions from the security as may be necessary for making up the HAFED's claim against service provider. It is made very clear that no interest is payable on the amount of security deposit lying with HAFED in any form under the contract. The decision of the MD HAFED for the amount determined for deduction from the security deposit will be final and binding on the service provider.

20 SUBMISSION OF FINANCIAL BID

The bidder will quote rates (exclusive of GST) per Metric Tonne per month for the total capacity of a cluster(s) detailed in **Annexure-I**. These rates, however, shall be inclusive of other applicable local/ statutory taxes, duties, cess etc. applicable. Hafed will make payment of PMS service charges to bidder on Actual Utilization Basis (AUB) only.

21 HANDING-TAKING OVER OF STOCKS

21.1 Godowns to be handed over Chamber-wise by/to HAFED @ zero stock level to/ by the service provider at the time of start/ expiry of the contract or in any other manner agreed upon by the HAFED and the handing-taking over agencies.

21.1 The godowns can be handed over to the service provider chamber wise after attaining zero stock value in such chambers. The PMS charges shall be payable as per the actual highest quantity of stock stored in the godown on monthly basis.

21.2 The successful bidder will be required to visit/ inspect the godown/ premises and sign a joint inspection report with the staff of HAFED (and may also include the godown owner) for hired godown regarding the condition in which the godown is handed over to the service provider at the commencement of the contract.

21.3 The service provider shall have to hand over the godown at the end

of contract period to HAFED in the same condition as was handed over to him before the commencement of contract except for natural wear and tear. The joint inspection report will also include a list of inventory of movable and immovable fittings and fixtures at the godown.

22 GENERAL TERMS AND CONDITIONS

22.1 The stocks stored in the godown shall be subject to monthly/periodical inspections jointly by the service provider and HAFED or HAFED and FCI or FCI only. The condition of stocks and godown shall be examined by HAFED / FCI along with representative of service provider. Discrepancy/ irregularity, if any, noticed shall be reported in writing to the service provider or his representative giving particulars of loss or damage/down-gradation etc. caused to the goods or to the godown.

22.2 HAFED may at any point of time terminate the contract of the service provider with respect to a particular godown or more by serving a 60 days' notice to the service provider(s) in writing at their last known place of business and the service provider shall not be entitled to any compensation by reason of such termination. In case, if Service Provider relinquish the work at any storage location allotted to him his performance shall be downgraded as Non-Satisfactory.

22.3 In the event of failure of the service provider to undertake the work after execution of agreement for PMS or if service provider resiles from the contract during its currency, HAFED shall have the right to get the work done from any outside agency at the risk and cost of the service provider and the service provider shall be liable to make good the loss, if any, suffered by HAFED on this account. HAFED shall also have the right to deduct/recover the amount of such loss and to claim the balance amount from the service provider without prejudice to any other remedy under the contract/Law.

22.4 The service provider should ensure to keep all the time adequate number of employees/ labour and equipment to cope with the work for the purpose of preservation, maintenance and security of stocks in accordance with the guidelines/instructions of HAFED /FCI/GOI/State Government.

22.5 A list of the authorized officers/ officials of HAFED would be provided to service provider by the concerned District Manager, HAFED.

22.6 The concerned District Manager would also provide all the templates/ formats required for record keeping to the service provider.

22.7 The service provider shall also require to obtain FSSAI license for each godown from the concerned authority, which shall remain valid throughout the period of this contract. A copy of same shall be submitted to HAFED, within maximum 06 months of signing the contract.

23 PAYMENT

23.1 The service provider(s) shall have to perform all the services provided for in this contract. The service provider shall be paid at the rates accepted by the HAFED for the services rendered satisfactorily. The payments of the PMS charges shall be made as per the highest quantity of stocks stored in the godown at any point of time during the month.

23.2 Admissible payments shall be made on fulfillment of stipulated conditions as per following procedure: -

23.2.1 Service provider shall prepare monthly stock statement and PMS certificates in prescribed formats on the 1st day of every calendar month & get verified from the concerned Field Inspector/Storekeeper or any other designated officer of HAFED, by the 2nd day of every month.

23.2.2 Both the above documents shall be got verified from centre In-charge, HAFED by 4th day of every calendar month by the service provider.

23.2.3 After getting these documents verified, service provider shall submit them along with PMS bills in the office of District Manager, HAFED concerned by 5th day of every calendar month.

23.2.4 Office of District Manager, HAFED, after receiving stock statement and PMS certificates from service provider will make payment to service provider within 5 working days, after verification of bills and making deductions, if any.

24 SUBLETTING

24.1 The service provider shall not sublet or transfer or assign the contract or any part thereof to any other party. In the event of the service provider(s) contravening this condition, the HAFED shall be at liberty to get the work done from alternative sources at the risk and cost of service provider.

24.2 The service provider shall be liable for any loss or damage which the HAFED may sustain in consequence arising out of such replacing of the contract.

25 SET OFF

Any sum of money due and payable to the service provider (including security deposit refundable to him) under this contract may be appropriated by the HAFED and set off against any claim of the HAFED against the service provider for the due amount arising out of this contract or under any other contract made by the service provider with HAFED.

26 RECORD KEEPING

26.1 The service provider shall keep in a place of safety a complete and accurate set of records and accounts of all transactions pertaining to the operations of the godowns including records and accounts of all goods/ food grains received in the godown and withdrawn there from as per HAFED /FCI standards, of all unissued documents in his possession, counterfoils/second copies of all documents issued, returned to, or cancelled, by him.

26.2 All accounts, books, papers and documents pertaining to the operations carried out in connection with the contract shall be open for inspections and audit by the authorized representative of the HAFED at the Godown or any officer acting on his behalf or an officer acting on behalf of MD, HAFED including the accounts and audit officers. The service provider shall be responsible to produce the same at such time and place as may be directed by the authorized representative of the HAFED.

27 RECEIPT & WEIGHMENT IN GODOWN

27.1 It shall also be the responsibility of the service provider to ensure that the stocks are received in sound bags. HAFED will monitor that the stocks are received in godowns in sound bags. However, in case of receipt of cut & torn bags, if any, the same would be replaced by the service provider at his own cost. The service provider will maintain gunny consumption register in the prescribed format which should also be

reconciled periodically with HAFED. Periodicity in reconciliation of stocks as well as gunnies should not be more than one month. The service provider shall also be responsible for arrangement of empty gunnies for replacement including *palla* bags in the Godowns, which can be taken from HAFED on actual cost basis.

27.2 Goods will be rendered for storage by an authorized representative of HAFED who will fill up and sign the form for deposit and other formalities.

27.3 Stocks at the godowns would be received and issued on 100% weighment basis on the lorry weighbridge available in the Godown. Further, in case of rice, test weighment (10%) of bags will be done for which proper weight check memo will be made. It would be the responsibility of the service provider to operationalize and use the weighment facility already provided by HAFED. Further, if the weighbridge inside the Godown is mal-functional at the time of receipt/ issuance of stocks, the weighment may be done at the private weighbridge available enroute/nearby at the expense of HAFED. In such instances, it is clarified that the service provider shall not have any right to claim any damages arising from the difference in weight of the stock, if any.

27.4 The service provider shall be responsible for satisfactory storage of stocks and shall take necessary care of the stocks.

27.5 The weight of the stocks as well as condition of the stock shall be jointly recorded by service provider and HAFED staff and duly authenticated in records at the time of receipt/ issue. The loss arising due to damages/ down gradation/ deterioration of stocks during storage will be borne by the service provider.

27.6 An acknowledgement would be issued by the service provider to HAFED both at the time of receipt and issue of stocks from the godown.

28 STORAGE LOSSES/GAINS

28.1 Storage losses/gains would be governed as per HAFED /FCI/GOI instructions and as per procedure in vogue for storage losses/gains. HAFED shall not be responsible any loss/less gain, if any and service provider has to bear the cost if there is any deviation in loss/gain as per

the policy of HAFED /Government of India /FCI.

28.2 In godowns where HAFED's stock will be stored and as per GOI/FCI policy assured gain has to be given then the service provider has to give assured gain accordingly. In such godowns there will be no relation of moisture with storage loss/gain.

28.3 In godowns where FCI's stock will be stored and storage gain/loss are linked as per FCI/GOI policy of storage loss/gain then service provider has to abide this policy and loss/gain has to be given accordingly. In such godowns moisture contents shall also be determined both at the time of receipt and delivery of goods and shall be recorded in the relevant acknowledgement/godown receipt and delivery order. In these godowns stack wise loss and gain will be determined and monthly statement in this regard has to be submitted by the service provider by 7th of succeeding month after liquidation of stock.

28.4 Loss and gain statement will be submitted in the prescribed proforma of HAFED to the In-charge HAFED after stocks in particular stack are completely liquidated during the month which should be jointly signed by the service provider or his authorized representative and representative of HAFED. The jointly signed commodity-wise, month wise, stack- wise loss and gain statement will be submitted by the service provider maximum by 7th of succeeding month after the liquidation of stocks.

28.5 If the storage losses are beyond permissible limit as per FCI/HAFED norms in vogue, service provider shall be responsible for the same and recoveries for such unjustified losses shall be affected from the service provider by HAFED. In addition, the agreement with service provider also stipulates that service provider shall be fully responsible for any loss caused to the stocks of HAFED while in custody of service provider on account of fire, flood and inundation, cyclone, riots and strikes, earthquakes, malicious damages, pilferage, theft, house breaking, burglary, misappropriation etc. for which recoveries will be made from service provider on the rates fixed by HAFED from time to time.

28.6 Norms/prevalent procedure for storage loss/ gain prescribed by the

HAFED/FCI/Govt. of India from time to time will be binding on the service provider.

29 DELIVERY OF GOODS

29.1 Instructions for delivery or transfer of goods shall be in writing and signed by the authorized representative of HAFED..

29.2 The person to whom the delivery of stocks is to be made shall be duly authorized and his signatures attested by the authorized representative of HAFED.

29.3 The delivery shall be given as per demand and priority given in writing to the service provider by the authorized representative of HAFED.

29.4 For delivery of goods before and after office hours and on holidays, prior intimation/notice shall be given to the service provider.

30 INITIAL FUMIGATION

30.1 For stocks received in infested condition, necessary remarks shall be recorded by the service provider at the time of receipt only and the same shall be got verified from the concerned official of HAFED. For such stocks, fumigation should be done within 07 days of receipt of the stocks. Service provider shall claim fumigation charges duly supported by relevant documents in such cases. The same shall be payable to the service provider at rates prescribed by HAFED from time to time.

30.2 In respect of stocks dispatched from the godown, if the same are found to be dispatched in infested condition, as substantiated by records and facts, HAFED shall claim fumigation charges from the service provider at double the rates prescribed for CWC by FCI from time to time. Further, the service provider is responsible to maintain health of stocks and in case, Loss Assessment Report (LAS) is received from the destination, recovery shall be affected from the bills of the service provider subject to any failure on the part of service provider as verified through therecords.

31 INSURANCE

31.1 The service provider shall undertake to exercise reasonable care and diligence for safe keeping the stocks and godown as is required from a storing agency as per terms and conditions of this contract. The stocks & material stored therein shall be insured through a comprehensive insurance policy covering the risks especially with respect to theft,

pilferage, house breaking burglary, misappropriation, riots & strikes, fire, flood and other natural calamities etc. The premium and other related charges will be borne by the service provider. The service provider shall purchase the policy in the name of the HAFED. The service provider shall deposit the insurance policy with the HAFED, which shall be verified by the District Manager, HAFED, from the issuing Insurance Company. District Manager, HAFED, shall submit verification report to Managing Director, HAFED.

31.2 The purpose of insurance is to safeguard the interest of the service provider in case of any loss notwithstanding the right of HAFED to recover the said amount suffered due to such loss from the service provider. It is made clear that the HAFED shall not be responsible for any dispute between the service provider and the insurance company. The insurance policy shall in no manner affect right of HAFED to recover the said amount suffered due to such losses from the service provider.

31.3 The valuation of stocks for the insurance purpose will be done at the last available economic cost/ provisional economic cost of foodgrains.

31.4 In event of any losses, HAFED will recover for such losses immediately from security deposit or any other payments towards the service provider. The same will be refunded or adjusted on receipt of compensation through insurance company.

31.5 HAFED will cooperate with the service provider in furnishing necessary details for finalizing the claim, if required, for compensation by the insurance company.

31.6 Three months period will be allowed for settlement of insurance claim, provided that more than 6 months time is available before expiry of contract. Further, if insurance claim received for entire losses then no recovery shall be affected from the service provider. Further, if insurance claim received for fewer amounts then the recovery shall be affected for actual loss minus insurance claim received. Further, if claim amount received from insurance company after recovery already made by HAFED then such insurance claim amount will be refunded to service provider.

32 FREE MOVEMENT OF STOCKS

Service provider shall ensure that there is no hindrance in receipt/issue of the stocks at the godown or for moving the stocks within the godown premises and for persons deputed by HAFED to oversee the godown operations. The service provider shall keep the godown premises as well as documents pertaining to stocks stored in godowns open for inspection any time to the officers/staff of HAFED /FCI. In case of failure on part of service provider to do so, HAFED will be at liberty to make alternate arrangements at the risk and cost of the service provider without prejudice to any other right of HAFED to initiate such other action as deemed fit treating such failure as breach of contract. Any losses/damages arising thereof shall also be liable to be recovered from the service provider. No other activity shall be allowed within the premises of the godown.

33 PROVISION OF FACILITIES

33.1 The service provider shall provide all the facilities at par with HAFED/ FCI norms including proper stacking, scientific storage and treatment of the stocks, round the clock security, proper prophylactic & curative treatment etc. An indicative list is at **Annexure-II**. The list is illustrative and not exhaustive. Service provider shall pay all the charges pertaining to electricity and water usage during the engagement. These facilities shall be part & parcel of the PMS contract.

33.2 The service provider shall keep all the facilities available in the godown/premise like weighing scale, QC equipment's, drinking water etc. and shall be made available to officers/staff of the HAFED without any additional cost.

34 STATUTORY OBLIGATIONS

34.1 It is the sole responsibility of service provider to hold all valid licenses relating to PMS by respective competent authorities like PAN, GSTIN, Fumigation License, EPF No, ESI No etc. as well as up to date tax clearance certificates from the concerned authorities during the contract period.

34.2 The service provider shall be responsible for payment of all central/ state statutory taxes, duties, cess and local taxes/levies and the charges

related to PMS contract in godown/premises.

34.3 The service provider shall be solely responsible to fulfill all the statutory obligations under various Central/State acts which are in force.

35 LIABILITY FOR LOSSES

35.1 Service provider shall ensure satisfactory performance of all the services and obligations under the contract, failing which, HAFED, will be at liberty to make temporary alternate arrangements at the risk and cost of the service provider.

35.2 Service provider will also be liable to make good the losses on account of any shortage/damage/loss etc., to stocks at the last available economic cost/ provisional economic cost of stocks. Loss to the property shall be recovered from the service provider as per the valuation of the HAFED.

35.3 Any of the above actions by the HAFED against the service provider will be without prejudice to other rights and remedies available to the HAFED including termination of the contract.

36 LIABILITY TOWARDS LABOUR AND/OR PERSONNEL ENGAGED BY THE SERVICE PROVIDER(S)

36.1 All labour and/ or personnel employed by the service provider(s) shall be engaged by them as their own manpower in all respect implied or expressed.

The service provider would engage only able-bodied workmen/labourers of sound character. In case of misconduct on the part of workmen/ labourer deployed by the service provider with officials of HAFED, the service provider shall pay a penalty of Rs.10,000/- per incidence of misconduct in addition to the action against the defaulter under the law. Besides, in the event of loss of business due to any labour employment problem the service provider will compensate the loss(s) to the HAFED at the penal rate to be fixed by the competent authority from time to time. These losses are recoverable by way of liquidated damages.

36.2 The responsibility to comply with the provisions of the various labour laws of the country will be that of the service provider(s).

36.3 The service provider shall be responsible and liable for discharging

all the statutory liabilities under the contract viz. payment of minimum wages, EPF, ESI etc. in respect of all the workers engaged by him and to produce the verifiable proof of such remittance periodically to the HAFED, failing which HAFED shall resort to such recourses available to it under the contract. All the statutory levies arising out of this contract shall be responsibility of the service provider.

36.4 There would not be any “Master-Servant” relationship between workers employed/ hired by the entrepreneur and the HAFED.

36.5 The service provider shall strictly abide by the provisions under the Contract Labour (Regulation & Abolition Act), ESI Act, EPF and MP Act, Payment of Wages Act, Minimum Wages Act, Payment of Bonus Act, Industrial Disputes Act, Indian Contract Act and all other statutory provisions and enactments as applicable to this contract and any other statutory obligation brought hereinafter by any Government and applicable to the contract and report periodical compliance of the same. It is also clarified that the service provider shall be Principal employer of the security and maintenance manpower engaged by him.

36.6 The local authorized representative of the HAFED at the godown or any officer acting on his behalf shall allow the service provider, his agents, representatives or employees to enter into the premises defined above for the sole purpose of rendering the said services for HAFED. The service provider 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 said services. However, it is clarified that the employees of service provider shall be deployed in the operational areas only. The service provider's employees / representative without assigned job shall, under no circumstances enter the premises defined above. The laminated nametags for all the service provider(s) employees/representative deployed at the premises with photographs should be signed by the service provider(s) and got countersigned by the local authorized representative of the HAFED at the godown or any officer action on his behalf.

36.7 Full details about the names, addresses, both local and permanent

and three copies of their photographs will be furnished to the local authorized representative of the HAFED at the godown or any officer acting on his behalf. They will also be provided with necessary photo identity cards by the service provider(s) duly certified by the local authorized representative of the HAFED at the godown or any officer acting on his behalf for regulating their entry into the premises for the bonafide purpose connected with this work.

36.8 The personnel in different categories will have to be positioned by the service provider(s), preferably such people who have exposure to computerized operations keeping in view the fact that operations at the godown will be computerized. In the event of any fault or defaults on any particular day/days on the part of the service provider(s) in providing adequate equipment/ manpower or to perform any of the service mentioned herein efficiently and to the entire satisfaction of the local authorized representative of the HAFED at the godown or any officer acting on his behalf who, in his absolute discretion, without prejudice to other right and remedies under this contract, shall have the right to recover by way of compensation from the service provider(s) up to Rs.1,000/- per day besides making temporary alternate arrangements to cope-up with the work at risk and cost of the service provider(s) who will be liable to compensate the consequential damages, if any. This decision of the local authorized representative of the HAFED at the godown or any officer acting on his behalf on the question whether the service provider has committed such a fault or has failed to perform any of the services efficiently and also his liability for payment of compensation and its quantum, shall be final and binding on the service provider.

36.9 In case of any shortage or damage/ loss etc., to goods for whatsoever reason and cause while the same are in the custody of the service provider(s) or during the rail/ road transit to and from the godown for which fault has been found of service provider(s) as per clause shall be liable to make good to the HAFED the value of the goods including, penalties and fines as are leviable by the Managing Director, HAFED for such shortage or damage/loss etc. as per the policy in vogue at the time of

such imposition. In addition, if there is any reason for suspicion of collusion of the service provider(s) or his employee in such losses or damage, the local authorized representative of the HAFED at the warehouse or any officer acting on his behalf at his discretion may levy a penalty as deemed fit. The action taken by the Managing Director, HAFED will be final and binding on the service provider.

36.10 The service provider(s) shall be responsible for any loss, destruction or deterioration of food grains or any damage or delay in the performance of duties due to any negligence or default on the part of their employees/ labourers or due to failure of equipment or due to non-availability of adequate safety aids with the labourers or due to pilferage of food grains by their employees/ labourers also to the carelessness, neglect, misconduct of their employees/ labourers in their employment and any liability for payment of compensation by the HAFED to the depositors on account thereof and shall pay all claims met, and also litigation expenses, if any, incurred by the HAFED immediately on demand without any demur. The HAFED shall have the right to deduct the amount of such loss from any bill (including security deposit) then due or may become due to the HAFED under this contract. The decision of the Managing Director, HAFED shall be final and binding on the contractors in this regard.

36.11 The service provider(s) should ensure to keep all the time adequate required labour to cope up with the work and maintain certain productivity norms for the gangs deployed for the purpose of preservation, maintenance and security of stocks.

36.12 HAFED shall be in no way responsible for the service provider (s) liability & obligations in respect of the personnel engaged by him. Notwithstanding the same, If, on account of default of the service provider (s), HAFED is compelled to make any payments/contributions or discharge any responsibility/liability of the entrepreneur, HAFED shall be entitled to recover and/or set off such amounts/expenses incurred from the amounts due to the service provider(s) under this or any other contract with HAFED without prejudice to the right of HAFED to initiate appropriate legal proceedings for recovery of such amounts.

36.13 The service provider(s) shall indemnify HAFED against all claims whatsoever arising out of his default in respect of the personnel engaged by him under any Statute/Law in force.

36.14 The contract as entered into between HAFED and the service provider(s) shall in no way nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under any statutory/mandatory provisions prevailing in India. Liabilities of the service provider(s) in respect of obligatory laws remain unaffected and service provider(s) shall remain responsible for settlement of claims, if any of third parties who may suffer damages either due to the fault of the service provider(s) or its employees and associates.

36.15 The service provider(s) shall be solely responsible for all claims arising out of any accident, death etc. in respect of the personnel engaged by the service provider(s) under the contract.

36.16 The service provider shall be solely responsible for complying with all statutory responsibilities and liabilities in respect of the personnel engaged by him and shall obtain all mandatory registrations, licenses, approvals.

36.17 The service provider shall be solely responsible for timely deposit of contributions under various enactments and to maintain all prescribed records, registers and such other particulars as required in respect of the personnel engaged by him and file the prescribed returns from time to time. The service provider should possess a valid EPF code required for payment of EPF to the workers and would be required to submit a declaration that the bidder is not a defaulter of EPF.

36.18 The service provider shall indemnify HAFED against all claims whatsoever arising out of his default in respect of the personnel engaged by him under any statute/law in force.

36.19 HAFED shall in no way be responsible for any liabilities arising out of the service provider's contractual obligation with the service provider's personnel.

36.20 The service provider shall be solely responsible for all claims arising out of any accident, death etc. in respect of the personnel engaged

by the Service Provider under the contract.

37 VOLUME OF WORK

The volume of food grains in storage in godowns entrusted to the service provider(s) is likely to fluctuate (increase or decrease) and no claim for fluctuation in the volume of work to be handled during the currency of the contract will be entertained.

38 REMUNERATION

The service provider shall have to perform all the services provided for in this contract. The service provider shall be paid at the rates accepted by the HAFED. The service provider shall also provide any additional services not specifically provided for in this contract for which the remuneration shall be payable at the rates as may be settled by mutual negotiations. In the absence of any agreement being reached on the rates for such additional services, the decision of the Managing Director, HAFED, will be final and binding. Non- settlement of the rates for additional services will not confer a right upon the service provider to refuse to carry out or render such services.

39 CORRUPT PRACTICES

39.1 The service provider shall not offer or give or agree to give any person in the employment of the HAFED 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.

39.2 Any breach of the aforesaid condition by the service provider or anyone employed by him or acting on his behalf whether with or without the knowledge of the service provider or the commission of any offence by the service provider shall entitle the HAFED to cancel the contract and all or any other contracts with the service provider and recover from the service provider the amount of any loss arising from such cancellation.

40 INSOLVENCY AND BREACH OF CONTRACT

HAFED may at any time, by notice in writing terminate the contract without compensation to the service provider in any of the following events-

- a. If the service provider being an individual or a firm, any partner thereof, shall at any time, be adjudged insolvent or order for administration of his estate made against him or initiated any proceeding under insolvency act.
- b. If the service provider being a company is wound up voluntarily or by the order of a court or a receiver, liquidator or manager on behalf of the debenture holders is appointed or circumstances shall have arisen which entitle the court or debenture holders to appoint a receiver, liquidator or manager.
- c. The contract is also liable to be terminated if the service provider commits breach of any of the terms of the contract and in that event the service provider is responsible and liable for all loss and damage arising out of and as a consequence of such breach.
- d. Provided always that such termination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the HAFED and provided also the service provider shall be liable to pay to the HAFED for any extra expenditure he is thereby put to.
- e. If any time during the currency of the contract it is established that any or all of the information provided by the service provider is false, the contract is liable to be terminated without prejudice to any other acts and remedies under the contract/law.

41 ARBITRATION

41.1 The service provider shall endeavor to resolve any disputes arising out of this tender/ contract through mutual consultations through the intervention of the Managing Director, HAFED, if required, at the first instance.

41.2 All disputes and difference arising out of or in anyway touching or concerning this tender/ contract, whatsoever, shall be referred to the sole arbitrator i.e. the Managing Director, HAFED, or any other person authorized by him in this regard in writing. There will be no objection to any such appointment on the ground that the person so appointed is an

employee of the corporation and that he deals with the matter to which the contract relates and that in course of his duties as employee of the corporation, he had expressed views on all or any of the matter in dispute. The award of such arbitrator shall be final and binding upon the parties to the contract.

41.3 It is a term of this contract that in the event of such arbitrator to whom the matter was originally referred being transferred or vacating his office or being unable to act or resigning for any reason, the Managing Director, HAFED, at the time of such transfer, vacation of office or inability to act or resigning shall appoint another person to act as Arbitrator in accordance with the terms of this contract. Such person shall be entitled to proceed with the reference from the stage at which his predecessor left.

41.4 After expiry of the contractual period, the service provider can raise any claim with respect to the said contract within one year from the date of termination of the contract and where this provision is not complied with, the claims of the service provider shall be deemed to have been waived and absolutely barred, as such the HAFED shall be discharged of the liability.

41.5 The work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the contractors shall be withheld on account of such proceedings.

41.6 The costs of the arbitration shall be borne by the parties as per the decision of the Arbitrator. No litigation is permissible without going through the arbitration process.

41.7 The place of arbitration shall be at Panchkula only.

41.8 The arbitration shall be finalized as per the provisions under the Arbitration and Conciliation Act, 1996.

42 LAWS GOVERNING THE CONTRACT

The contract will be governed by the laws of India in force for the time being in force.

43 SUMMARY TERMINATION

43.1 HAFED has all the rights to terminate the contract at any time during its currency, without assigning any reason thereof, by giving thirty

days' notice in writing to the service provider(s) at their last known place of residence/business and the service provider shall not be entitled to any compensation by reason of such termination.

43.2 In the event of breach by the service provider of any of the terms and conditions of the contract, or failing to observe any of the provisions, obligations governing the contract, the HAFED shall also have, without prejudice to other rights and remedies, the right to terminate the contract forthwith at the risk and cost of the service provider and to forfeit the security deposit or any part thereof for recovery of all losses, damages, costs and expenses which may be incurred by HAFED consequent to such termination and/ or in completing the assignment. HAFED may also effect recovery from any other sums then due to the service provider or which at any time thereafter may become due under this or any other contract with HAFED. In case the sum is not sufficient to cover the full amounts recoverable, the service provider shall pay HAFED on demand the entire remaining balance due.

44 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.

45 PROCEDURE FOR FORCE MAJEURE

If a service provider claims relief on account of a force majeure, then the claiming to be affected by the such event shall, as soon as reasonably

practicable and in any event within three days of becoming aware of the force majeure, give notice of and describe in reasonable detail the effect of such force majeure to the HAFED in writing, including the dates of commencement and estimated cessation of such force majeure and its effects on the service provider's obligations under the Agreement. Upon cessation of the situation which led to a service provider claiming force majeure under this section the service provider shall within two days thereof notify the HAFED in writing of the cessation and the service provider 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.

46 PROLONGED FORCE MAJEURE

46.1 In the event force majeure continuously impedes or prevents a service provider's performance for longer than seven consecutive days from the date of commencement of such force majeure, notwithstanding the suspension of the obligations of the service provider, they shall decide by mutual consent through consultation either the terms upon which to continue the performance of the agreement or to terminate the agreement.

46.2 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of force majeure.

46.3 The service provider is entitled to the payments for the portion of the work already completed before the happening of any event constituting force majeure culminating in termination of contract. Decision of the HAFED in this regard will be final.

47 NOTICES

Any notice, request, or consent made pursuant to this contract shall be in writing and shall be deemed to have been made when delivered by post/ e- mail/ hand delivery under acknowledgment to an authorized representative of the respective parties.

**(Signature of bidder)
(with rubber seal of the firm)**

Financial Bid

(The bidder is only required to fill online template available for submitting financial bid on the e-tendering website and not this hard copy)

The bidder should quote rate exclusive of GST in **INR 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 GST) for preservation, maintenance and security operations, comprehensive insurance, watch and ward, computer systems along with internet facility, cost of chemical, fumigants, technical equipment's and associated manpower etc. for all operations connected with the maintenance of the stocks of food grains/ coarse grains, oilseed , pulses and stock articles etc. stored in HAFED 's Godowns (own or hired) as per norms of HAFED /FCI and provided under this tender:

S. No.	Cluster No.	GHB capacity of the cluster (in MTs)	Quoted rate for PMS services per Metric Ton per month (in INR)	
			In figures	In words
1	Cluster A	1,00,000		
2	Cluster B	2,50,000		
3	Cluster C	3,50,000		

The above quoted rate(s) is/ are although exclusive of GST, but is /are inclusive of local statutory taxes, duties, cess etc. associated with the operations and facilities provided as per terms mentioned in the tender document.

Date:

Signature of Tenderer/ Authorized Signatory Full

Name of Signatory/Tenderer

Note: In case bidder wish to apply one or two clusters then while submitting the EMD he has to select the Exemption option 'Yes' and proceed further for submitting EMD.

Details of Clusters (for which PMS services are required)

Sr.No.	Cluster Number	Covered and CAP Capacity (in MTs)
1	A	1,00,000
2	B	2,50,000
3	C	3,50,000

NOTE: 1. HAFED reserves its right to increase/ decrease/ alter the capacity/ size of clusters or add or delete certain godowns / CAPs from a cluster(s) mentioned above at any point of time without any prior notice or assigning any reason.

2. Upto 20% capacity may be increased/decreased in cluster and service provider has to ensure Preservation and maintenance service at the same rate/terms and conditions.

3. HAFED at its discretion may allot covered capacity with HAFED, CAP capacity with HAFED and Covered capacity with FCI.

Indicative list of activities required to be carried out by the Service Provider which shall be part & parcel of terms & conditions of the PMS contract.

1. PRE- STORAGE STEPS

A well-planned work is necessary in order to avoid haphazard handling of stocks and ensure proper accounting and preservation of stocks. Therefore, before fresh stocks are received in the godowns, the Service Provider should be fully prepared to receive it. In this connection, the Service Provider should attend to the following points.

- i) Check up the godowns to ensure that there is no leakage in the roof and walls etc. and drainage is in perfect condition.
- ii) Cleanliness and disinfestations of godowns.
- iii) Estimation of capacity.
- iv) Drawing up of stack plan
- v) Dunnage
- vi) Chemicals for fumigation with sufficient expiry date.

2. CHECK UP OF GODOWNS

In order to avoid the possibility of damage to the stocks to be stored, the Service Provider should check up that there will be no leakage from roof or walls during monsoon and that godown floor does not suffer from seepage. The godowns should be in perfect condition. The service provider will check the physical condition of the godown thoroughly and for repairs, if any required, the HAFED and the respective godown owners would be intimated immediately. If there are any rat borrows, Al Phosphide should be introduced and holes plugged with clay (wet mud plastering). After 24 Hours the clay (wet mud plastering) should be removed and openings should be plugged with cement mixed with pieces of broken glass.

3. CLEANLINESS AND DISINFESTATION OF GODOWNS

The godown should be got thoroughly swept and cleaned. If there is any suspicion of infection, it should be disinfested with Al. Phosphide, Malathion or DDVP spray.

4. DRAWING UP OF STACK PLAN

The stack plan should be chalked out bearing in mind the following, three points:

- i) Maximum space is put to use for storage of stocks.
- ii) Proper alleyways are left for carrying out handling operation, inspection of stocks and their disinfestation treatment with ease and efficiency.
- iii) Maximum benefit of aeration and ventilation arrangements available in the godowns is drawn. The base area of all the stacks should be uniform as far as possible.

5. STACK LINES

The floor area may be divided into uniformly sized and serially numbered rectangular stack bases to build stacks. The stacks lines, 2 inch broad, drawn in white or black paint, serve to mark the boundary of the proposed stack. While marking these stack bases, care should be taken to leave 2ft. to 2.5 ft. wide alleyways between stack and walls or pillars for ventilation and operational purposes. The main alleyways for the haulage purpose may be 3ft.

6. STACK SIZE

Actual size of the stacks in godowns should not normally exceed the size of 30 ft. x 20 ft. The stack size would be decided by concerned District Manager, Hafed, where the Compartment is not of standard size.

7. DUNNAGE

Use of proper dunnage under the stacks is of fundamental importance to protect the stacks from moisture damage and there can be no deviation from this rule.

8. KIND OF DUNNAGE

- i) Wooden crate is an ideal dunnage as it keeps the stacks about 5 inch high from the floor and provides constant circulation of air under the bags 36 Wooden crates of laid-down specification will be used as dunnage under each stack of size 30 ft. x 20ft.
- ii) Poly pallets conforming to BIS standards may be used if wooden crates are not available.

9. STACK CARDS

Prescribed stack cards in Transparent natural coloured polythene covering of proper size should be kept ready for display on each stack.

10. COLLECTION OF SWEEPING

During and after storage, the loose grain/sweeping will be collected, cleaned, filled in standard bags and got accounted for as per procedure in vogue.

11. STACK WISE REGISTER

After completion of storage, prescribed stack wise register will be maintained for inspection and disinfestation treatment.

12. CARE OF GRAIN DURING STORAGE

A. CLEANLINESS

The godown should be swept regularly at least twice in a week and kept in neat, tidy and hygienic condition. All webs on the wall roof, alleyway & bags should be removed regularly and bags should be properly brushed and cleaned. No loose grains should lie on naked floor.

B. PROVISION OF SAMPLE BAGS

Adequate number of sample bags should be provided in each godown. All the samples drawn from the stacks for the purpose of inspection should also be kept in these sample bags.

C. PALLA BAGS

The service provider should provide adequate number of palla bags in each godown.

D. AERATION

Doors, Windows and ventilators of the godowns should be kept open on clear/dry / sunny days for aeration

E. SPRAYING

As soon as the stack is complete, it should be sprayed as per following norms:

Name of Insecticides	Nature of Insecticides	Dosages	Remarks
Malathion 50 EC (1:100)	Contact poison	Walls/alleyways bags surface 3 litres of prepared solution per 100 Sq. m to control insects and avoid cross infestation.	Every fortnight
Deltamethrin 2.5% WP (1:150)	Semi fumigant and contact poison	On walls / alleyways / Empty space 1.5-2.5 litres of prepared solution per 50 Sq. metres.	Once in two weeks

F. DETERMINATION OF SURFACE

The surface area of a stack should be calculated for its five sides by applying the formula $2h(L+B)+(L \times B)$. To this, 10% should be added as an allowance for inter bag space.

G. SEPARATE STORAGE FOR DIFFERENT COMMODITIES

Each commodity should be stored crop year wise in separate stacks with distinct identity.

H. BRUSHING OF BAGS BEFORE SPRAYING /FUMIGATION

Before stocks are dusted or sprayed, bags should be brushed to remove the collected dust, webs, cocoons, eggs etc. that might be sticking to the bags. After fumigation the bags should also be brushed thoroughly to remove dead pest and residue of fumigant.

I. FORTNIGHTLY INSPECTION

Godowns and stocks should be thoroughly inspected at least once a fortnight. During rains, the inspection should be frequent. Inspection should consist of:-

Checking up of godown walls, roof and floor, checking up peripheral, top and bottom layer bags in case of bag storage. Checking up of representative sample of each stack. Checking up of stocks of different depths/sides in case of bulk storage.

J. INSPECTION RECORDS

A proper godown wise/ stack wise register to be maintained for recording the observations/ findings of the fortnightly inspections. During inspection, it should be ascertained and reported whether

1. Proper standard of godown hygiene and cleanliness is being maintained.
2. There are any leakage/cracks and godown stand in need of any repairs.
3. There is any likelihood of damage to stocks due to godown leakage.
4. The floor is free from seepage or not, if not, whether the stocks are likely to get damaged due to seepage.
5. There is any heating etc. in the stocks.
6. The stocks require turn over owing to heating.
7. There is any cake formation along walls in case of bulk storage.
8. The grain of bottom layer bags and other bags is dry. If not, whether there is any likelihood of damage to stocks on account of excessive moisture.
9. The stocks are free from infestation. If not, what is the kind and magnitude of

infestation and whether spraying/fumigation of the stocks is warranted.

10. There is any damage to stocks due to infestation and, if yes, to what extent.
11. There are any stocks warranting immediate disposal for reasons of deterioration.
12. The fumigation has been done in time.
13. The stocks have been dusted on due dates.
14. There is any rat trouble in the godowns.
15. There is any damage to stocks caused by rats.

The observations made during inspection should be recorded in the stack wise inspection register and stack cards. Whatever action is required on above points as a result of inspection, should be taken at once. A detailed report about the action taken and required to be taken should be sent to HAFED.

K. FUMIGATION

The stocks should be fumigated with Al. Phosphide under Gas Proof covers in the scheduled month of March, June, September (need base in the month of December or as and when pest/infestation is noticed) as per following norms:-

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

Exposure period: 5-7 days

Dosage	Remarks
Fumigation under Gas Proof cover 3 tablet or 9 gms. per MT of stocks	Immediately when the infestation of pests is noticed and pre-monsoon fumigation before the onset of monsoon.

After fumigation is carried out, the top and sides of the stacks should be checked for any crawling insects. If any crawling insects are noticed, then it should be taken as an indication of fumigation operation being not carried out properly and effectively. The cause should be looked into and avoided for future operation & stocks should be fumigated again and after exposure period / after fumigation, the bags and the stacks should be cleaned and brushed thoroughly to remove ash and dead pest & stocks should be sprayed with Deltamethrin or with DDVP, till permissible, (in case of crawling infestation) to eliminate the chances of any living pest.

The Service Provider will also purchase all insecticides required for maintenance of health of stocks during a particular calendar year at least three months in advance.

The Service Provider will also have to maintain the record of the insecticides consumed from time to time and also the empty container/tubes, which will be disposed

of with the prior approval of the HAFED.

L. TREATMENT FOR RAIN AFFECTED STOCKS

In case of receipt of rain affected stocks of wheat/rice, the Service Provider shall take necessary salvaging operations and aerate the stocks before stacking to maintain the health of such stocks during storage.

13. ACTION TO BE TAKEN AT THE TIME OF DELIVERY OF STOCKS FROM THE GODOWN

As soon as the movement is allotted, Service Provider will get the priority & identification of the stocks to be delivered done from HAFED /FCI. Thereafter, the Service Provider will ensure issue of stocks as per the priority given by the HAFED /FCI. In case of any deviation in priority, the same has to be authenticated by authorized HAFED representative giving justifications for the same.

14. BRIEF DESCRIPTION OF WORK

- i) The Service Provider shall be responsible for quality cuts on account of weevilling and living infestation in the stocks.
- ii) The Service Provider shall deploy its personnel to verify the correctness of the receipt/ dispatch of stocks by deploying his work force for this purpose and the authorized representative of Service Provider will duly verify the entries of receipt and dispatch and correctness of weight of stocks by putting his signatures along with the authorized representative of HAFED in the weight check memo Register/ Weighment sheets and the daily Transaction register, in addition to deploying workers for preservation of stocks and Watch & ward thereof.
- iii) In case of any shortage or damage / loss etc. to goods for whatsoever reason while the same are in the custody of the Service Provider, the Service Provider shall be liable to make good to the HAFED the value of the goods including, penalties and fines as levied by the concerned Area Manager, FCI for such shortage or damage / loss etc. In addition, if there is collusion of the Service Provider in such losses or damage, the concerned District Manager, HAFED may levy a penalty as deemed fit(CARTEL). In case of any dispute, the decision of the MD HAFED will be final and binding on the Service Provider.
- iv) The Service Provider shall also ensure receipt/dispatch of stocks strictly conforming to uniform specifications prescribed for the corresponding year. It shall be the responsibility of the Service Provider to keep themselves updated with the latest amendments/ modifications in the above instructions.

in Godowns by the Service Provider

The following items are required to be provided by the service provider in the godowns
- 10,000 MT capacity as a unit:

Sr. No.	Name of the item/article	Specification	Approximate Quantity Required
1.	Wooden Crates	As per specifications enclosed of each crate of 5"x3" in size	36 wooden crates per stack i.e. 2880 crates for 10,000 MT capacity
2.	Locks	7 leavers with 2 keys	2 locks for each shutter and the required quantity for other building
3.	Weighing Scales (100 KG)	With weights, pans, chains and tripod stand approved by Weight and Measures Dept.	2 sets
4.	Foot Sprayers	-	2 Nos
5.	Moisture meter	Model No. 6005-SL	1 No
6.	LDPE Polythene Cover	Size 32"x21"x17" Average Thickness 1000 gauge weight 52 kg.	24 Nos
7.	Sand Snakes	Length 40" with dia of 7"	1600 Nos
8.	Pokers (iron ake)	IS: 2816 – 1964	4
9.	Enamel Plates	IS: 4333 – (Part 1)– 1996. (reaffirmed 2001)	4
10.	Sieve set	IS 460 – Part 1 : 1985	1
11.	Thermometer	-	1
12.	Ladder	-	1
13.	Bucket	20 Litres Capacity	2
14.	Mug	1 Litre capacity	2
15.	Measuring Glass	100 ml capacity	2
16.	Aluminum Phosphide	Each tablet of 3 grms (for fumigation)	90 Kgs per fumigation for 10,000 MT (minimum 4 rounds of)

		purpose)	fumigation in a year) i.e. 360 Kgs per year.
17.	DDVP (Di Methyl Dichlorovinyl Phosphate)	Once in 15 days (Spraying)	4 Litres per month
18.	Deltamethrin	To be sprayed on the surface of jute bags of stored food grains once in 3 months within 48 hours of fumigation (for spraying). Spray of Deltamethrin is must in December irrespective of treatment of ALP.	18 kg in one round of 10000 MT stock
19.	Malathion	To be sprayed for the stack surface, walls and alley ways once in 15 days (once in three weeks during November to February).	4.5 Its for one round of 10000 MT stock
20.	First aid box		

NORMS REGARDING QUALIFICATION OF TECHNICAL PERSONS

1. B.Sc. in Agriculture from a recognized University.
Or
B.Sc. with any of the following subject from a recognized University:
Botany/Zoology/Bio-Technology/Bio-Chemistry/Microbiology/Food Science.
Or
B. Tech/BE in Food Science/ Food Science and Agricultural Engineering/Bio-Technology from a recognized University/an institution approved by AICTE.
2. Minimum two years' experience in preservation of foodgrains.

DECLARATION

(on non-judicial stamp paper of appropriate value, attested by Notary Public)

1. I/we _____ Son/ Daughter/ Wife of _____ hereby authorize Sh. _____ to represent the bidder firm namely M/s _____ and to sign and execute this Bid document.
2. That I/ we and authorized representative(s) have carefully read and understood all the terms and conditions of this tender floated by HAFED and I/ we and authorized representative(s) agree, confirm and undertake to abide by all the terms & conditions as stipulated in the prescribed Bid document, its Annexures, Appendices.
3. The information/ documents furnished alongwith the above Bid are true and authentic to the best of my/ our knowledge and belief. I/ we and authorized representative are well aware of the fact that furnishing of any false or incorrect information/ fabricated document would lead to rejection of our bid at any stage without prejudice to any other rights that the HAFED may have under the Contract and Law.
4. I/ we and authorized representative further undertake that the entire responsibility of the personnel deployed under the contract services will be that of the bidder firm.
5. I/we do hereby declare that I/ we shall be bound by the act of my/ our duly constituted attorney i.e. Shri. _____ and of any other person who in future may be appointed by me/ us in his place to carry on the business of the concern, whether any intimation of such change is given to the HAFED or not. The signature of my/ our duly constituted attorney/ authorized representative are as under: Signatures of authorized representative-
 1. _____
 2. _____
 3. _____

Submitted by,

(alongwith name and rubber seal of the bidder firm)

ANNEXURE-V

**PROFORMA OF WORK EXPERIENCE CERTIFICATE TO BE PRODUCED BY THE
TENDERER**

Name of the bidder: _____

Sr. No.	Name of the organization Served	Nature of the work/ Contract executed	Duration of contract period			Product Handled	Volume Of Work Handled In MT	Total Value Of work/ Contract executed	Remarks (if any)
			No. of years/ months	Start date	End date				
1.									
2.									
3.									
4.									
5.									

(Signature of authorized signatory alongwith seal)

- Note:** 1. Copies of experience certificates duly certified by the competent authority of the Organization served should be attached in support along with technical bid.
2. No. of rows/columns may be added, as required.

ANNEXURE-VI**List of Documents to be uploaded in Technical bid folder/cover:**

Sr. No.	List of Documents	Whether attached or not? (strike whichever is not applicable)
1.	Name, date of birth/ incorporation and address of the bidder, email id and contact number.	Yes / No / NA
2.	Self-attested scanned copy of forwarding letter in the prescribed format available at Annexure VII .	Yes / No / NA
3.	Scanned copy of the prescribed bid document comprising of Part-A complete in all respect alongwith all attachments including appendices, annexures and duly filled and signed on each page by the bidder.	Yes / No / NA
4.	Composition of tenderer firm/ organization (state whether the tenderer is a proprietorship concern, or registered partnership firm, or a company or other). The name of the proprietor, or all Partners, or, the Directors of the company, as applicable, should be given.	Yes / No / NA
5.	Copy of RTGS/ NEFT/ ELECTRONIC MODE acknowledgment of such deposit of proof of payment of Tender fee.	Yes / No / NA
6.	Copy of RTGS/ NEFT/ ELECTRONIC MODE acknowledgment of such deposit of proof of payment of EMD.	Yes / No / NA
7.	Copy of registered deed of partnership of the firm, Registered Partnership Agreement of LLP alongwith Certificate of Incorporation, Memorandum & Articles of Association and certificate of incorporation of company etc. as applicable.	Yes / No / NA
8.	Self-attested scanned copy of the resolution passed by the Company/ LLP/ Partnership firm authorizing the person signing the Bid to do so on behalf of the company/ LLP/ Partnership firm.	Yes / No / NA
9.	Copy of power of attorney in respect of authorized signatory for signing the bids.in the prescribed format available at Annexure IV .	Yes / No / NA
10.	Self-attested scanned copy of PAN card of the firm or all the partners/directors.	Yes / No / NA
11.	Self –attested scanned copy of GSTIN of the firm or all the partners/directors.	Yes / No / NA
12.	Experience certificate (as per Annexure-V) along with copies of experience certificates duly certified by the respective competent authority of the clients served	Yes / No / NA

Sr. No.	List of Documents	Whether attached or not? (strike whichever is not applicable)
13.	Proof of having sufficient manpower working on the rolls of the bidder (as required in clause 10 of the technical bid).	Yes / No / NA
14.	Certificate of Chartered Accountant regarding Annual Average turnover and net worth of the bidder for the specified period (as required in clause 10 of the technical bid).	Yes / No / NA
15.	Copy of duly audited P & L Account and Balance Sheet of last 3 financial years or ITRs of proprietor/ all the Partners for assessment that bidder is a profit making entity (for Financial Year 2018-19, 2019-20 and 2020-21).	Yes / No / NA
16.	Copy of EPF registration number of the firm.	Yes / No / NA
17.	EPF return of the last quarter	Yes / No / NA
18.	Copy of the fumigation license	Yes / No / NA
19.	An undertaking on Rs.10/- Stamp paper duly Notarized stating that the bidder/proprietor or its director/ partner is/are not disqualified as per Clause No.13 of Technical Bid (Page No.20-21) of this tender documents.	Yes / No / NA

(Signature of authorized signatory/
bidder with seal)

Note: While uploading documents alongwith bid, the following instructions may be adhered to:

1. All documents, required to be submitted, should be:
 - a. Attached in the sequence mentioned above;
 - b. Self-attested by the bidders or their authorized signatory alongwith firm's/ company's seal;
 - c. Serially page numbered;
 - d. Legible copies of original documents;
 - e. Scanned and uploaded in .pdf format only.
2. The above list of documents is only indicative and the bidders are advised to refer to the respective clause in the bid document for any additional document.

**FORWARDING LETTER
(On Letter head of the Bidder)**

Paste recent
photograph of
bidder(s)

From

(Full name of the bidder firm/ organization)

.....

Address.....

.....

.....

Phone No.: _____

Fax: _____

Email id: _____

Website: _____

To

To

Managing Director, HAFED

HAFED Corporate Office, Sector-5, Panchkula.

Dear Sir/Madam,

1. With reference to tender no. _____ published on dated _____ I/we submit the online bids under two-bid system for appointment as PMS Service Provider for _____ LMT capacity of the Cluster _____ of Godowns as detailed in **Annexure-I**.
2. I/we have thoroughly examined and understood all the terms & conditions as contained in the complete set of Bid document and agree to abide by them.
3. I/we agree to keep the offer open for acceptance upto and inclusive of _____

90 days from the date of opening of the Financial Bid and to the extension of the said date by another 30 days in case it is so decided by HAFED. I/We shall be bound by communication of acceptance of the offer dispatched by HAFED within this time. I/we also agree that if the date up to which the offer would remain open is declared a holiday for HAFED, the offer will remain open for acceptance till the next working day.

4. I/we hereby upload along with the Technical Bid the scanned copy/ soft copy of acknowledgment of depositing INR Rs. 15/- per MT for the storage capacity of cluster(s) offered in the bid towards Earnest Money and INR 20000/- (Rupees Twenty Thousand only) towards Bid Fee through RTGS/ NEFT/ ELECTRONIC MODE, totaling to Rs. _____ (in figures) (in words Rupees _____ only) inclusive of taxes, in the account of MD HAFED through the online payment gateway of the e-tendering website. In the event of my/our Bid being accepted, I/We agree to furnish, within 15 (fifteen) working days from the date of issue of acceptance of the Bid, Security Deposit as stipulated in clause 13 of the bid document.
5. I/we do hereby declare that I/we am/are authorized to submit this bid on behalf of the bidder organization/ company/ firm, for which requisite authority letter is attached with this bid.
6. I/we hereby undertake that my/our organization/ company/ firm is having all the mandatory licenses for fulfilling the contractual and also shall comply with other statutory laws/obligations.
7. I/we do hereby declare that the entries made in the bid document are true & correct and also that I/we shall be bound by the acts of my/our duly constituted Attorney. In the event, that the information is found to be incorrect/untrue, the HAFED shall have the right to disqualify the entity, at any time during the currency of contract, without giving any notice or reason thereof or summarily terminate the contract, without prejudice to any other rights that the HAFED may have under the Contract and Law.

(Signature of authorized signatory/
bidder with seal)

FORMAT OF BANK GUARANTEE

To

Managing Director, HAFED
Corporate Office, Sector-5,
PANCHKULA

This deed of guarantee is made on this _____ day of _____, 2022.

BY, _____ (name of bank) having its registered office at _____ and one of its local office at _____ (hereinafter referred to as 'bank') in favour of The Haryana State Cooperative Supply and Marketing Federation Limited (HAFED), having its Head office at Sector-5, Panchkula (hereinafter referred to as 'HAFED').

WHEREAS, M/s _____ (name of service provider), a _____ firm/ company having its registered office at _____ (hereinafter referred to as 'service provider') is bound, as per clause 18.1 of the terms & conditions of the tender No. _____ published on _____ to furnish a security deposit @ Rs. 50 per MT (by way of bank guarantee and cash deposit in a ratio of 3:2) for due performance of all obligations under the tender & work awarded to service provider for preservation, maintenance and security (hereinafter referred to as 'PMS') operations to be performed upon the foodgrains stock stored in godowns located in cluster _____ comprising of districts _____

_____ in the State of Haryana having a total capacity of _____ MT to HAFED by way of bank guarantee of Rs. _____ (Rupees (in words))

AND WHEREAS the bank has agreed to stand as guarantor on behalf of the service provider and execute this guarantee for the satisfactory fulfillment of the obligation under the agreement executed between HAFED and service provider for PMS services.

NOW THEREFORE, THE DEED OF GUARANTEE WITNESSETH AS FOLLOWS:

1. That the bank hereby, unconditionally and irrevocably, undertakes to guarantee payment on demand without demur to HAFED and without

notice to the service provider, the said amount of Rs. _____ (Rupees (in words)) immediately on receipt of the demand from HAFED enforcing this deed of guarantee.

2. This guarantee shall not be affected/ discharged by any infirmity or irregularity on the part of the service provider and by the dissolution or any change in the constitution of HAFED or service provider or bank.
3. The bank shall pay to the HAFED, any money so demanded without any demurrage notwithstanding any dispute or disputes raised by the service provider against HAFED or bank or any other person(s) in any suit or proceedings pending before any Court or tribunal relating thereto as the bank's liability under this guarantee being absolute or unequivocal.
4. The payment so made by the bank under this guarantee shall be a valid discharge of its liability for payment there under and the service provider shall have no claim against bank for making such payment.
5. The bank further agrees and undertakes that the guarantee herein contained shall remain in full-force and effect throughout the period of work contract/ agreement executed between service provider and HAFED for PMS operations as aforesaid and further this guarantee shall continue to remain-in-force, if the HAFED extends the duration of the contract and it shall also continue to be enforceable till all the dues of the HAFED under or by virtue of the said agreement have been fully paid and its claim 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 service provider, whichever is later.
6. The bank shall not and cannot revoke this guarantee during its currency except with previous consent of the HAFED in writing.
7. The guarantee shall remain in-force during the period mentioned above and become ineffective only on written intimation to the bank by HAFED for this purpose and in that case, this guarantee shall stand discharged.
8. Any forbearance act or omission on the part of HAFED in enforcing any of the conditions of the said agreement or showing of any indulgence by the to the service provider shall not discharge the bank in any way and the obligation of the bank shall be discharged only on the written intimation thereof being given to the bank by HAFED.
9. Notwithstanding anything contained herein above unless a demand or claim

under this guarantee is made on the banking writing on or before

_____ (date of expiry of guarantee), the bank shall be discharged from all liabilities under this guarantee thereafter.

10. The bank has the power to issue this guarantee under its Memorandum and Articles of Association (MoA & AoA) and the persons, who is hereby executing this deed has the necessary powers to do so under the authority conferred on him by the bank.

(Signatures alongwith name and designation of the signatory, with seal and complete address of the bank/ surety)

Witnesses (witness should enter his name and complete address alongwith signatures):

1. _____

2. _____