



SINCE 1966
HAFED

**THE HARYANA STATE COOPERATIVE SUPPLY
AND MARKETING FEDERATION LIMITED**

CORPORATE OFFICE, SECTOR 5, PANCHKULA HARYANA (INDIA)

Tel: 2590520-24, FAX: 2590711 e-mail: hafed@hry.nic.in

Web-site: www.hafed.gov.in

Notice Inviting E-tenders

Purchase of 25,000 MT Mustard Seed

The Haryana State Cooperative Supply and Marketing Federation Limited (HAFED) invites e-tender for purchase of 25,000 MT Mustard Seed.

The tender document containing eligibility criteria and other terms & conditions is available at Haryana single e-procurement portal at <https://etenders.hry.nic.in> and Hafed website www.hafed.gov.in. The period of downloading of tender document & bid submission starts from **18.05.2022 at 05.00 PM** upto **04.00 PM on 23.05.2022** through the e-procurement portal as mentioned above. The technical bid will be opened on **23.05.2022 at 04:01 PM** and financial bid of technically qualified bidders will be opened on **24.05.2022 at 11:00 AM** at Hafed Corporate Office, Sector-5, Panchkula.

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

MANAGING DIRECTOR

DETAILED NOTICE INVITING TENDER

Hafed invites e-tenders for purchase of 25,000 MT (minimum lot size 5000 MT) Mustard Seed of crop year 2022-23 at Hafed Corporate Office, Panchkula in single stage, two cover systems:-

Sr. No	Item	Approx. Quantity (In MT)	Earnest Money (in Rs.)	Tender Document Fee+ E-service Fee including GST (in Rs.)	Start Date & Time of Bid Preparation & Submission	Expiry Date & Time of Bid Preparation & Submission
1.	Purchase of Mustard Seed	25000 MT (minimum bid of 5000 MT)	Rs. 150/- per Qtl. of the offered quantity	Rs. 5900/- Rs. 1180/- Rs. 7080/-	18.05.2022 at 5:00 PM	23.05.2022 at 04:00 PM

Under this process, the Technical Bid Application as well as online Price Bid shall be invited a 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.
2. Intending bidders will be mandatorily required to online sign-up (create user account) on the website <https://etenders.hry.nic.in> to be eligible to participate in the e-Tender. 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.
3. The interested bidders must remit the funds at least T+1 working day (Transaction + One Day) in advance as given under Key Dates and make payment via RTGS/ NEFT or OTC to the beneficiary account numbers specified under the online generated challan. The intended bidder/agency thereafter will be able to successfully verify their payment online, and submit their bids on or before the expiry date & time of the respective events/Tenders at <https://etenders.hry.nic.in>.

4. The interested bidders shall have to pay mandatorily Processing Fee of Rs 1180/- and document fee of Rs. 5900/- (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.150/- per qtl. of the offered quantity 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.

Key Dates

Sr. No.	Stage	Party Stage	Start Date and Time	Expiry date and Time
1	Release of Tender	-	18.05.2022 5:00 PM	23.05.2022 04.00 PM
2	-	Downloading of Tender Document/ Online Bid Preparation, Hash Submission and Submission of online Bid and deposit of EMD	18.05.2022 5:01 PM	23.05.2022 04.00 PM
3	Opening of Technical Bid		23.05.2022 04.01 PM	-
4	Opening of Financial Bid		24.05.2022 11.00 AM	-

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.

1. INSTRUCTIONS TO BIDDER ON ELECTRONIC TENDERING SYSTEM

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

2. 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.

3. Obtaining a Digital Certificate:

- a. 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.
- b. 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>
- c. 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.
- d. 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.
- e. 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).
- f. 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.

- g. 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.
- h. 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.

4. 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.

5. 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>

6. Download of Tender Documents:

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

7. 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.

8. Online Payment of Tender Document Fee, Processing fee & EMD fees & Bid

Preparation & Submission (Technical & Commercial/Price Bid):

- a. **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.

b. PREPARATION & SUBMISSION OF online APPLICATIONS/BIDS:

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

9. 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 shiel emailing any issue along with the contact detail. For any issue/clarification relating to the Tender (s) published kindly contact the respective tender Inviting Authority.

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

Mobile: 88262-46593

Email:-support.etender@nic.in

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

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

Timing:

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

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

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

NOTE:-

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

(Online Payment Guidelines)

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

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

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

Operative Procedures for Bidder Payments

A) Debit Card

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

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

B) Net Banking

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

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

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

C) RTGS/ NEFT

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

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

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

RTGS / NEFT Payment Procedure

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

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

D) Over the Counter (OTC)

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

The procedure for paying through OTC mode is as follows:

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

DETAILED TERMS AND CONDITIONS

1. Background

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

HAFED intends to purchase of 25,000 MT Mustard Seed (minimum bid Qty. 5000 MT) through e-tender from various suppliers.

2. Scope of Work

The bidders are required to quote the price for minimum 5000 MT packed in new HDPE or serviceable jute bags in 50 kg net packing Mustard Seed F.O.R. basis at Rewari/ Narnaul or at any other storage locations in Haryana inclusive of all taxes.

The Mustard Seed must conform to the Uniform/ (Fair Average Quality) FAQ specifications of Gol and 40% Oil Content as per lab test. The Mustard Seed having oil contents between 40% to 38% may be accepted with full value cut and below 38% oil contents shall be straight away rejected. The Fair Average Quality (FAQ) Specifications of Mustard Seed as per Gol are as under:-

Sr. No.	Special Characteristics	Maximum limits of tolerance(% by weight per qtl.)
1.	Impurities/Foreign matter including Taramira	2
2.	Admixture with other types including Toria	10
3.	Unripe, Shrivelled or immature	4
4.	Damage & weevilled	2
5.	Small atrophied seeds	10
6.	Moisture content	8

Note: Presence of all non-edible oilseeds, like Castor, Mahua, Neem etc. is prohibited. Presence of Argemone Seeds is also prohibited.

Definitions:

- Impurities/Foreign matter include dust, dirt, stones, lumps of earth, chaff, stems, straw, taramira and any other impurity.
- Admixture means other types of Sarson (including Toria).
- Unripe, Shrivelled or immature seeds are those which are not properly developed.
- Damage & weevilled seeds are those which are internally damaged or discoloured, damaged and discolouration materially affecting the quality.
- Small atrophied seeds means seeds which are not retained in sieves with 14 meshes per liner inch (1"=2.54 cms). This factor will not be applicable to the juncea or nigra group of seeds.

3. Validity of Bid

3 Hafed working days from the date of opening of financial bid.

4. Earnest Money Deposit (EMD)/Security

- a) Every bidder shall be required to deposit Rs. 150/- per Qtls. (Rupees One Hundred Fifty Per Quintal) of the offered quantity towards the Earnest Money Deposit (EMD).
- b) The EMD of a bidder lying with HAFED in respect of other tender, if any, awaiting decision shall not be adjusted towards the bid security for this tender.
- c) The EMD of unsuccessful bidders shall be returned/ refunded as soon as possible after final decision on bids and after the contract with the successful bidder(s) is signed, however, HAFED shall not be liable to pay any interest thereupon in any case.
- d) The successful Bidder shall have to deposit security deposit of equivalent to 5 % of the cost of accepted quantity (including EMD amount) in favour of The Haryana State Cooperative Supply and Marketing Federation Limited, Panchkula (Haryana) through electronic mode (RTGS/NEFT) or D.D or in the form of F.D. duly pledged in favour of Hafed or in the form Bank Guarantee, as the case may be within three days from the date of acceptance of bid. In case of RTGS/ D.D, no interest shall be payable by HAFED and it shall be retained by Hafed till the completion of the delivery.

5. Eligibility Criteria

- a) Bidders would be a firm/agency/company/cooperative society registered under appropriate Act.
- b) Average turnover should not be less than Rs. 20.00 crore in the preceding three years i.e. 2018-19, 2019-20 and 2020-21.
- c) There should not be any criminal case pending against the participating bidder in any Court of Law.
- d) Bidders should have valid PAN Card, GST Registration and Trade Registration Certificate issued by appropriate Govt. authority.
- e) Bidder should not have been blacklisted by any of the Government/Semi-Government Department or PSU/Institution/Corporation/Federation and not connected to any firm who has been so blacklisted in the past five years.
- f) Scanned copy of relevant documents i.e. PAN Card, Valid Trade/ Registration License, GST registration certificated. A certificate duly attested/ issued by a Chartered Accountant showing the turnover of the bidder and average annual turnover for the last three years (i.e. 2018-19 to 2020-21) duly signed and stamped by the authorized representative of bidder along with an affidavit regarding non-black listing/non-prosecution as per Annexure-C shall be uploaded online on the portal along with other copies of documents as mentioned in the format of Technical Bid. No hard copy of Technical and Financial bid shall be accepted.

6. DELIVERY:

The party will deliver the bid quantity within 40 days as per detailed schedule given below from the date of the confirmed order. Unloading and stacking at consignee end will be arranged by concerned consignee/indenting officers. The schedule of delivery period from the date of purchase confirmation will be as under:

Quantity	Delivery Period
Upto 5000 MTs	15 Days
5000 to 10000 MTs	25 Days
10000 to 20000 MTs	30 Days
20000 to 25000 MTs	40 Days

7. PENALTY:

If the supplier(s) fails to supply ordered quantity of Mustard Seed as per above schedule, penalty @ 1% per week or part thereof subject to maximum 2% shall be charged. In case, the supplier(s) fails to supply the ordered quantity within two weeks after the permitted delivery period, then the supply order shall be treated as cancelled and the EMD/ Security against the undelivered quantity (on pro-rata basis) would be forfeited without any notice. HAFED reserves the right to purchase such quantity of Mustard Seed on the risk and cost of the Supplier(s).

8. SAMPLING AND INSPECTION:

Sample of Mustard Seed will be drawn from each truck and shall be got tested in the lab situated at Hafed Oil Mill, Rewari and Narnaul as well as from the 3rd party/ lab engaged by the Hafed for quality assessment in the presence of the representative of the supplier(s) if any, at the time of receipt of stocks.

9. Forfeiture of EMD/Security

The earnest money deposit/security shall be liable to forfeiture, without giving any notice and without prejudice to any other right or remedies of the HAFED under the contract and law in the following cases:-

- i. If the Bidder after submitting his Bid resiles from his offer and/or modifies the terms and conditions thereof in any manner.
- ii. In the event of the Bidder's failure after the acceptance of his Bid to furnish the requisite security deposit by the due date.
- iii. If the successful bidder fails to abide by the terms of the contract or does not complete the assignment as per the timelines.
- iv. In case of any loss caused to Hafed due to acts of omission/commission by the successful bidder/Agency.

10. Liquidated Damages

In case of failure of Supplier to provide timely and successful delivery of goods resulting in damage/loss to Hafed, the Supplier shall be liable to compensate such losses suffered by the HAFED, without prejudice to right of HAFED to initiate other legal proceedings.

11. HAFED's Decisions and Instructions

Except where otherwise specifically stated, the HAFED's decision shall be binding on the bidder. The bidder shall carry out all instructions of Hafed pertaining to the services and comply with the applicable laws.

12. PAYMENT:

100% payment shall be made on actual receipt of complete quantity as per FAQ specification and oil contents by the GM, Hafed, Oil Mill Rewari / Narnaul / or concerned District Manager(s) within 3 working days. Bank charges, if any, shall be deducted from the payment of the supplier.

13. REFUND OF SECURITY:

Security amount shall be released /refunded without interest, on satisfactory completion of supplies strictly as per the terms and conditions of the tender document.

14. GENERAL TERMS

- a. Hafed reserves the right to accept or reject any or all bids without assigning any reason.
- b. Any loss of quantity occurred due to poor quality of bags shall be recovered from the supplier.

15. FORCE MAJEURE:

In case of occurrence of any of the force majeure circumstances, namely act of God, natural calamity, fire, Govt of India Policy/restriction (excluding any stock limits), strikes or lockouts by workmen, war, military operations of any nature and blockage preventing the seller/buyer or the exchange from wholly or partially carrying out their contractual obligation, the period stipulated for the performance of the contract shall be extended in the event of the circumstances continuing for more than 15 days, either party shall have the right to refuse to fulfill contractual obligation without title to indemnification of any losses, it may thereby sustain. The party unable to carry out its contractual obligation shall immediately advise the other party of the commencement or termination of the circumstances preventing the performance of contract."

16. CLARIFICATIONS & AMENDMENTS TO BID DOCUMENTS

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.

17. LIQUIDATED DAMAGES:

In case Seller fails to comply with the delivery conditions as stipulated in the contract, the EMD/Security received by the buyer will be forfeited without notice.

18. ARBITRATION:

This Tender document shall constitute the legal relation between the parties hereto shall be determined and governed according to the laws of Republic of India and only courts at High Court of Chandigarh shall have the jurisdiction in all matters arising out of/touching and/or concerning this Tender Document and parties to this Tender Document agree to irrevocably submit to the exclusive jurisdiction of those courts for purpose of any such proceeding. The aforementioned exclusive and irrevocable jurisdictions of aforesaid courts are irrespective of place of occurrence of any cause of action pertaining to any dispute between the parties.

All or any disputes arising out or touching upon or in relation to the terms of this tender document including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settle amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act 1996 (as amended up to date) or any statutory amendments/modifications thereof for the time being in force r/w relevant provision of Multi State Cooperative Societies Act of 2002, The venue of the arbitration shall be at Chandigarh, India and language of arbitration shall be English.

19. Other terms and conditions:-

- I. TDS shall be deducted as per the provision of Income Tax Act-1961/ GST Act as applicable.
- II. Every page of tender form must be signed by the bidder.
- III. The tender documents shall only be uploaded online in electronic form in two covers. Each cover shall contain separately the "Technical Bid" and the "Financial Bid" in Annexure-A and Annexure-B respectively and original not to be submitted manually. However, in case any document uploaded is not

scanned properly and is not legible, the bidder(s) may be asked to manually submit hard copy.

- IV. The bidder shall quote the price/financial bid per MT in rupees in words as well as in figures. No cutting/over writing shall be allowed. The price should be quoted inclusive of all local taxes including GST, toll tax, statutory taxes, transit comprehensive insurance F.O.R. Haryana.
- V. The Tender, which has not complied with one or more of the condition prescribed in the tender document, will be summarily rejected. The conditional tenders will also not be entertained and shall summarily be rejected.
- VI. The online financial bid in prescribed format of only those bidders shall be opened who qualify the technical bid.
- VII. HAFED reserves the right to negotiate the rates. In case, the negotiated rates are not reasonable, HAFED may cancel the tender in full or in part.
- VIII. Any corrigendum and addendum will be displayed only on websites www.hafed.gov.in and www.etenders.hry.nic.in.

20. Acceptance of the successful Bid and award of work

- (a) Hafed, after considering the recommendations of a the Committee, shall accept or reject the Bids.
- (b) A Bid shall be treated as successful only after the Competent Authority has approved that Bid.

FORMAT OF TECHNICAL BID

Sr. No.	Particulars	
	Name of Bidder	
	Complete Address	
	Email ID	
	Website, if any	
	Phone Nos./Mobile No.	
	<u>Contact Person</u> Name Designation Phone No./Mobile No E-mail address	
1	Details of EMD (Rs.1,00,000/-)	RTGS No. Date: Amount: Bank:
2	Details of cost of Tender document (Rs. 5900/-) + E-service Fee (1180/-)	RTGS No. Date: Amount: Bank:
3	Pan Card No. (Enclose copy)	Enclosed/Not enclosed
4	Firm/ agency/ company/ cooperative society registered under Central Act/ Act of Haryana / Companies Act, 1956/2013 or Indian Partnership Act, 1932 (Enclose Registration Certificate)	No. Date: Registering Authority:
5	Good & Services Tax Registration (Enclose copy)	No. Date:
6	Undertaking regarding non-black listing as per Annexure-C	Enclosed/Not enclosed
7	CA certificate for average turnover for preceding 3 F/Years i.e. 2018-19, 2019-20 and 2020-21	Enclosed/Not enclosed
8	Affidavit to the effect that any criminal case is not pending against the bidder in any Court of Law	Enclosed/Not enclosed
9	Copy of Tender Documents duly signed at each page	Yes / No
10	Whether all the documents enclosed have been self-attested by the bidder?	Yes / No

I/we hereby state that:-

1. I/we have read all the schedules, appendices, annexures to the tender document, terms & conditions carefully.
2. This technical bid contains page No. ___ to ___ . I/ we have signed each & every page.
3. I/ we hereby verify that all the details and documents given above and attached with this technical bid are true to the best of my/our knowledge and belief. If any, discrepancy is found at a later stage or if any information/ document submitted is found to be incorrect/ false, our Bid is bound to be rejected and we will be liable for any action as a result thereof. I/ we understand that the above technical qualifications are minimum and will have to be fulfilled by me/ us to be eligible to participate in the price bid.
4. I/we hereby agree to abide by all the terms & conditions laid down in the e-tender document.

Signatures:

Seal/ Stamp :

Full Name of the authorized signatory :

Designation of the signatory :

Contact No. of signatory :

E-Mail ID of signatory :

**‘FORMAT OF FINANCIAL BID’
(To be submitted in a separate cover)**

I/We hereby quote following rates for purchase of Mustard Seed per MT:

Quantity offered (in MT) minimum 5000 MT	Rate (in Rs. Per MT)

(The rates should be quoted inclusive of GST in **Rs. Per MT** in figures as well as in words F.O.R. Haryana. There should be no cutting/overwriting in the price bid.)

Signature of Tenderer/Authorized Signatory

Full name of Tenderer/ Signatory

AFFIDAVIT

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

I/We son/daughter/wife of Sh.
Director(s)/Partner(s)/Proprietor of (name of
Company/Firm/Agency/Cooperative Society) do hereby solemnly affirm, declare and
undertake as under:-

1. That I shall abide by all the provisions of all Acts/Laws/Rules as are applicable in the sale of Mustard Seed.
2. That I understand that I have to provide Mustard Seed as per the terms and conditions.
3. That (name of firm/company/society) or any of its partner(s) or share holder(s) or Directors, any other person directly or indirectly connected with or having any subsisting interest in business of my/our firm is not black-listed by any Central/ State government/ Union Territory/ Department/ Office/ Statutory Body/ Autonomous Organization and not prosecuted by any court of law in the past five years.

DEPONENT

Place:

Dated:

VERIFICATION

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

Place:

DEPONENT

Dated: