



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](http://www.hafed.gov.in)

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**NOTICE INVITING SHORT-TERM E-TENDERS FOR SALE OF WHEAT  
PROCURED BY HAFED COMMERCIALY FROM HARYANA AND MADHYA  
PRADESH DURING RMS 2022-23**

The Haryana State Cooperative Supply and Marketing Federation Limited (HAFED) invites e-tender for sale of wheat procured by it commercially from Haryana and Madhya Pradesh during RMS 2022-23.

The tender document containing eligibility criteria and other terms & conditions is available at Haryana Single e-procurement portal at <https://etenders.hry.nic.in> and Hafed website [www.hafed.gov.in](http://www.hafed.gov.in). The period of downloading of tender document & bid submission starts from **21.11.2022 at 05:01 PM and ends at 10:00 AM on 25.11.2022** through the e-procurement portal as mentioned above. The technical bids will be opened on **25.11.2022 at 10:30 AM** and the financial bids of the technically qualified tenderers will be opened on **25.11.2022 at 4:30 PM** 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 sale of wheat procured by it commercially from Haryana and Madhya Pradesh during RMS 2022-23, in single stage, two cover system:-

Sr. No	Item	Approx. Quantity	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.	Sale of wheat procured by HAFED commercially from Haryana and Madhya Pradesh during RMS 2022-23	As per Annexure- 'A'	Rs. 1500/- per MT	Rs. 5900/- Rs. 1180/- Rs. 7080/-	21.11.2022 at 05:01 PM	25.11.2022 at 10:00 AM

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 Tenderers 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 tenderers 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 tenderers 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 tenderers 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 tenderers 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 tenderer/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 tenderers 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 tenderers & online payment authorization networks.
5. The Payment for Earnest Money Deposit (EMD) can be made by eligible tenderers online directly through online system.
6. The interested tenderers 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**

<b>Sr. No.</b>	<b>Stage</b>	<b>Party Stage</b>	<b>Start Date and Time</b>	<b>Expiry date and Time</b>
1	Release of Tender	-	21.11.2022 05:00 PM	25.11.2022 10:00 AM
2	-	Downloading of Tender Document/ Online Bid Preparation, Hash Submission and Submission of online Bid and deposit of EMD	21.11.2022 05:01 PM	25.11.2022 10:00 AM
3	Opening of Technical Bid Envelope		25.11.2022 10:30 AM	-
4	Opening of Financial Bid		25.11.2022 4:30 PM	-

#### **Important Note:**

- 1) The tenderers have to complete 'Application/Bid Preparation & Submission' stage on scheduled time as mentioned above. If any tenderer 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) Tenderer must confirm & check his/her Application/bid status after completion of his/her all activities for e-bidding.
- 3) Tenderer can rework on his/her bids even after completion of 'Application/Bid

Preparation & submission stage' (Application/Tenderer Stage), subject to the condition that the rework must take place during the stipulated time frame of the Applicant/Tenderer Stage.

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

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

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

All the tenderers 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 tenderer 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 tenderers 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 tenderer 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 tenderers 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 tenderers 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 tenderers. 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 tenderers/Vendors online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD shall be made online directly through RTGS / NEFT & OTC.

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

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

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

## **8. ASSISTANCE TO THE TENDERERS**

For queries on Tenders Haryana Portal, Kindly Contact  
 Note: Tenderers 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

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](mailto:eproc.nichry@yahoo.com), Tel:0172-2700275

### **Timing:**

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

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

Intended tenderers 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:-**

***Tenderers 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, tenderer shall proceed for bidding by using both his digital certificates (one each for encryption and signing) & Password. Tenderer shall proceed to select the event/Tenders he is interested in. On the respective Department's page in the e-Procurement portal, the Tenderer 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 Tenderer Payments**

#### **A) Debit Card**

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

- (i) Tenderer selects Debit Card option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount and the card charges to be paid by tenderer. The portal also displays the total amount to be paid by the tenderer.
- (iii) Tenderer clicks on "Continue" button.
- (iv) The e-Procurement portal takes the tenderer to Debit Card payment gateway screen.
- (v) Tenderer 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 Tenderer 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) Tenderer selects Net Banking option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount to be paid by tenderer.



- (iii) Tenderer clicks on “Continue” button
- (iv) The e-Procurement portal takes the tenderer to Net Banking payment gateway screen displaying list of Banks
- (v) Tenderer chooses his / her Bank
- (vi) The Net Banking gateway redirects Tenderer to the Net Banking page of the selected Bank
- (vii) Tenderer 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 Tenderer to process another payment attempt in case payments are not successful for previous attempt.

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

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

Using this module, tenderer 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 tenderer to make the payment from almost any bank branch across India.

1. To choose the payment of EMD, the tenderer clicks on RTGS/NEFT payment option.
2. Upon doing so, the e-Procurement portal will redirect the tenderer 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 tenderer 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 tenderer or tender are disclosed to the bank while remitting the RTGS/NEFT.

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

The procedure for paying through OTC mode is as follows:

- (i) Tenderer selects over the counter remittance option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount to be paid. The tenderer chooses the bank account number for refund of the amount.
- (iii) Tenderer clicks on “Continue” Button.
- (iv) The e-Procurement portal displays the details of payment. The Tenderers click on “PrintChallan” and print the OTC Challan.
- (v) Tenderer 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 tenderer.
- (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 tenderer.
- (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 tenderer clicks on the verification option in the portal.
- (xii) Tenderer 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 sell the FAQ/Mill Quality/Durum wheat of Haryana and Madhya Pradesh origin procured by it commercially during RMS 2022-23 as per the Lot-wise details given at **Annexure-A**.

### **2. Eligibility Criteria**

- i. The tenderer should be a firm/agency/company/cooperative society registered under the relevant Central/State Act.
- ii. The tenderer should have a valid mandi License/registration certificate from concerned Authority for purchase of wheat.
- iii. The tenderer must have a valid PAN Number and GST registration certificate.
- iv. Average annual turnover during the last two financial years should not be less than Rs. 10.00 crore. In case the balance-sheet of the tenderer for the last financial year i.e. 2021-22 has not been finalized, the average annual turnover during financial years 2019-20 and 2020-21 may be considered.
- v. There should not be any criminal case pending against the participating tenderer in any Court of Law.
- vi. The tenderer should not have been blacklisted by any of the Government/ Semi-Government Department or PSU/ Institution/ Corporation/ Federation and should not be connected to any firm who has been so blacklisted in the past three years.
- vii. Scanned self-attested copy of all relevant documents i.e. valid Trade/ Registration License, PAN Card, GST Registration Certificate, CA certificate in lieu of average annual turnover of two years with UDIN, Board Resolution (in case of company/society) or Authorization Letter (in case of partnership firm) in favour of the authorized signatory for submission of bid on behalf of the company/firm along with a copy of the aadhar card of the authorized signatory and an affidavit as per **Annexure-B** duly notarized must be uploaded online along with other copies of documents, if any, as mentioned in the Technical Bid (**Annexure-C**). Manual submission of documents shall not be allowed, however, the successful bidder(s) will be required to submit the hard copy of all documents submitted online.

### 3. Inspection of Stocks

The food grain stocks can be inspected by the prospective tenderer(s) at their own cost at the godown(s) mentioned at **Annexure-A**, from where delivery of the consignment will be given, during working hours on any working day.

### 4. Earnest Money Deposit (EMD)/Security

- i. Tenderer has to electronically deposit the EMD @ Rs. 1500/- per MT of the quantity of wheat intended to be purchased.
- ii. The bids submitted without/with insufficient EMD shall be summarily rejected.
- iii. EMD furnished by the tenderer shall be forfeited, if the tenderer withdraws his offer or modifies the terms & conditions thereof or does not keep his offer open for acceptance during the validity period or resiles from the offer or fails or neglects to observe/perform any of the obligations under the contract or violates any of the terms of contract.
- iv. The successful tenderers shall be required to deposit security amount equivalent to 10% of the total cost of accepted quantity of wheat (including applicable taxes) within 4 Bank working days, failing which the EMD deposited by the tenderer shall stand forfeited without any notice.
- v. The EMD amount deposited with Technical Bid shall not be adjusted against the security amount and the same shall be refunded to the tenderer after successful execution of the contract as per the terms and conditions of this tender.
- vi. The EMD of all unsuccessful tenderers shall be refunded within seven bank working days from the date of issuance of acceptance letter to the successful tenderer. However, HAFED shall not be liable to pay any interest on the EMD or in case of delay in refund of EMD, if any.

### 5. Submission of Bid

Each bid shall be for a minimum quantity of 500 MT, where the lot-size is more than 500 MT. In other cases where the lot-size is less than 500 MT, the bid should be of complete quantity as per lot-size. The tenderer shall be required to submit Financial Bid online and the financial bid is required to be quoted in Rupees per MT (Ex-godown rate) separately of each lot exclusive of any applicable statutory taxes as per **Annexure-D**. The bid shall remain valid for a period of 15 working days from the closing date of the tender.

### 6. Communication of Acceptance

- i. The contract, if any, which may eventuate from the e-tender, shall be governed by the conditions as mentioned in the terms and conditions for e-tender and its annexures, notice inviting bid and acceptance letter.

- ii. After the close of the e-tender, acceptance letters will be communicated to the successful tenderers by e mail in the e-mail ID provided by the tenderer at the time of submission of tenders.
- iii. The acceptance of the Bid by the Managing Director or an officer authorized by him on his behalf shall constitute the contract between the tenderer and the Hafed and no separate Agreement is required to be executed after the issue of the Acceptance Letter.

## **7. Payment of Cost & Delivery Schedule**

- i. Price of Wheat shall be payable on the net-weight basis. All taxes, levies, fees, charges etc. of any nature whatsoever leviable by any authority in respect of the sale of Wheat through e-tender shall be payable by the buyer in addition to the sale price of Wheat.
- ii. The successful tenderer(s) shall be required to deposit balance 90% of the total cost of the stocks including applicable taxes within next Sixteen (16) bank working days from the date of deposit of 10% security, irrespective of the quantity allotted. It is hereby made clear that the 100% cost of stocks is required to be deposited within Twenty (20) bank working days from the date of issue of the acceptance letter.
- iii. The tenderer is allowed to deposit the balance 90% amount in maximum three (3) instalments at District Office level and lift the stocks after obtaining delivery/ release order from the concerned authority, however, the 10% amount deposited as Security shall be adjusted in the last consignment.
- iv. In case of delay in deposit of 100% payment within 20 bank working days, the tenderer may deposit the balance payment within next 10 bank working days alongwith payment of penal interest @ 12% per annum. No further extension in time for deposit of payment will be granted under any circumstances.
- v. The buyer shall complete the lifting of stocks within free lifting period of Forty (40) days (inclusive gazetted holidays) from the next date of issue of the acceptance letter by HAFED irrespective of the quantity allotted.
- vi. In case the tenderer fails to lift the stocks within free lifting period, extension in period of lifting may be allowed for maximum Ninety (90) days on written request of the tenderer at least one week before the expiry of free lifting period accompanied with advance payment of storage charges @ Rs. 150 per metric tonne per month or part of the month thereof, however, Hafed shall not be liable for any infestation or deterioration in quality of stocks during the extended lifting period.
- vii. In case the successful tenderer fails to deposit the 100% cost of stocks within the stipulated time (including the extended period) or in case the stocks are not lifted within the stipulated period (including the extended period) due to

any reason whatsoever, the total amount deposited by the tenderer including the EMD lying with HAFED shall be forfeited and HAFED shall have the right to sell the stocks to any other party.

- viii. In case, Hafed is unable to provide the full/part quantity from a godown approved in the tender due to non-availability of stock at the location or due to operational constraints or due to any reason whatsoever, the tenderer will have no right to claim the short quantity from any other location/ godown, however, the payment on account of shortfall in the quantity will be refunded to the tenderer.
- ix. Hafed will not be responsible for delayed receipt of payment of EMD / Security/ Cost due to failure of third parties like banks, etc.

## **8. Other terms and conditions**

- i. The food grains will be sold on “as is where is basis”.
- ii. Hafed reserves the right to withdraw from the sale any quantity included in the e-tender prior to the acceptance of offer(s).
- iii. In case the complete quantity stored at a particular godown is allotted to a single tenderer, he/she shall be required to lift the complete quantity including the over and above quantity than the allotted quantity, if any after depositing the due payment calculated at the accepted tender rate for that location. In case, the quantity stored at a godown is more than 500 MT and the entire quantity stored at the godown is allotted to more than one tenderers, whether in one tender or in different tenders, then the tenderer who will lift the last consignment, will be required to lift the balance quantity over and above the allotted quantity, if any after depositing the due payment calculated at the accepted tender rate.
- iv. The buyer shall make his own arrangement for transport and Hafed shall not be liable to provide any facility or assistance for transportation of stocks. However, the labour available at the godown may undertake the loading of food grains in the trucks provided by the successful tenderer at the cost of the tenderer, which may be paid by the tenderer directly to the labour contractor.
- v. In case, the successful tenderer wishes to take delivery of the stocks, through a representative, tenderer must authorize such representative through a Letter of Authority in the prescribed format (**Annexure-E**), which shall be presented to the Godown In-charge of concerned Godown in original. The Godown In-charge, after verifying the bonafides of the authorized representative/ Letter of Authority, shall issue the stocks to the Authorised representative. However, such Delivery shall be at buyer's sole responsibility and risk and no claim whatsoever, shall lie against Hafed on any account, if delivery is effected to a wrong person.

- vi. Hafed shall deliver stocks on 100% weighment basis. The weighment Slip shall be prepared in triplicate and signed by the buyer/his representative in token of acceptance of quantity & quality.
- vii. Delivery shall be given only during working hours on all Hafed working days on presentation of the copy of the Release Order signed by Hafed, by the buyer/his representative to the Godown Incharge,.
- viii. Hafed does not guarantee to make available any definite quantity to the tenderer.
- ix. Hafed reserves the right to accept or reject the bid(s), without assigning any reason.
- x. The tenderers shall make their arrangements for obtaining permits, if any required from the State Government /any other authority.

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

- i. Hafed, after considering the recommendations of the Committee, shall accept or reject the Bids.
- ii. A Bid shall be treated as successful only after the Competent Authority has approved that Bid.
- iii. As soon as a Bid is accepted by the Competent Authority, its written intimation shall be sent to the concerned tenderer(s) by registered post or email.

#### **10. 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 Tenderer 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 Tenderer's failure after the acceptance of his Bid to furnish the requisite security deposit by the due date.
- iii. if the successful tenderer 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 tenderer/Agency.

- 11. CORRUPT PRACTICES:** If any bribe, commission, advantages offered or promised by or on behalf of the tenderers to any officer/ employee/ servant of the Hafed, then such tenderer(s) shall be debarred from the E-tender in addition to initiating criminal action. Canvassing in any form on the part of the tenderer or on his behalf will also make his tender liable for rejection.

12. **INDEMNITY:** The tenderer shall defend, indemnify and hold Hafed and their respective officers, directors, agents, and employees, harmless during and after the E-tender against any and all liabilities, damages, claims, fines, penalties, actions, procedures and expenses of any nature arising out of, resulting from any violation of any laws by the tenderer any way connected with the acts, negligence, breach, failure to perform obligations relating to the tenderer.
13. **COMPLIANCE OF LAWS:** Both Hafed and Tenderer shall comply and abide by all applicable laws including without limitation all applicable Rules made thereunder.
14. **LIMITATION OF LIABILITY:** In no event shall Hafed be liable for any direct or indirect or consequential damages of any kind suffered by the tenderers or their agents or beneficiaries, in connection with the sale of food grains through e-tender and/or use of e tender platform of the service provider.
15. **GOVERNING LAW & DISPUTES RESOLUTION:** The disputes, if any, arising between the tenderer and HAFED shall be resolved amicably, failing which it shall be referred to an Arbitrator, mutually acceptable to both parties, appointed by the Managing Director, HAFED, as per the relevant provisions under Arbitration and Conciliation Act, 1996 and his decision shall be binding on both the parties. The Civil Court shall have no jurisdiction in case of dispute between the parties.



## Annexure-A

## Details of quantity of wheat offered for sale on “as is where is” basis

State and Quality of Wheat	District/ Division	Name & Location of Godown where wheat is stored	Packing	Quantity (in MT)	Lot No.
Haryana FAQ quality	Kaithal	Hafed Complex, Cheeka	HDPE	195.00	1
		Hafed Rice Mill, Kalayat	HDPE	240.00	2
		Total		435.00	
	Karnal	Hafed Complex Taraori	HDPE	127.95	3
	Kurukshetra	Hafed RHA Ladwa	HDPE	39.05	4
	Total (A – Haryana)			602.00	
Madhya Pradesh  Durum	Bhopal Division	CWC Bhopal-Bhopal	HDPE	5259.26	5
		Goyal Warehouse-Ganjbasoda	HDPE	2213.33	6
		Total - Bhopal Division		7472.59	
	Indore Division	Kalyani Warehouse-Ujjain	HDPE	13643.56	7
		Total - Indore Division		13643.56	
	Total (B – M.P. Durum)			21116.15	
Madhya Pradesh Mill Quality	Bhopal Division	Anmol Warehouse - Sehore	HDPE	1496.33	8
		MPWLC Warehouse- Divatia. Obejullaganj	HDPE	2175.66	9
		MPWLC Warehouse- Takipur Shhore	HDPE	684.97	10
		Total - Bhopal Division		4356.96	
	Indore Division	Royal Venute- Ashta	HDPE	1521.68	11
		MPWLC Warehouse - Dewas	HDPE	7976.51	12
		Total - Indore Division		9498.19	
	Total (C – M.P. Mill Quality)			13855.15	
Grand Total (A+B+C)				35573.30	

**Annexure-B****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 supply of goods involved.
2. That no criminal proceedings are pending against \_\_\_\_\_ (name of firm/company/society) in any court of the law.
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 during the past three 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: .....

## Annexure-C

**FORMAT OF TECHNICAL BID**

<b>Sr. No.</b>	<b>Documents</b>	<b>Details/ Page Number</b>
1	Name of the Company / Firm	
2	Firm type (Sole Prop/ Partnership/ Company)	
3	Registered office address	
4	Email id of Company/ Firm	
5	Contact number of the authorized signatory	Mobile: Landline:
6	Lot No.(s) against which bid submitted	
7	Total Quantity (in MT) for which bid submitted	
8	Self-attested copy of valid registration certificate confirming its registration with the Registrar of Companies. OR Self-Attested copy of valid registered/ notarized partnership deed, if applicant is partnership firm. OR If applicant is a company registered under the relevant provisions of Companies Act of 1956 or 2013, self attested & stamped copy of certificate of incorporation along with copy of MOA/AOA are required to be submitted. If applicant is Partnership firm registered under the provisions of Indian Partnership Act of 1932 as amended from time to time, self attested & stamped copy of registered / notarized partnership is required to be submitted.	
9	Self-attested copy of Valid License/ registration certificate from concerned Authority for purchase of wheat	
10	Self-attested copy of GST registration certificate.	
11	Self-attested copy of PAN card of the company/ firm.	
12	Self-attested copy of Board Resolution (in case of company) or Authorization Letter (in case of partnership firm) in favour of the Authorized Signatory for submission of bid on behalf of the company/ firm	

Sr. No.	Documents	Details/ Page Number
13	Self attested copy of Aadhar card of authorized signatory.	
14	Self-attested copy of average annual turnover certificate for preceding two financial years issued by Chartered Accountant alongwith UDIN	
15	Copy of cancelled cheque of the company/firm.	
16	Self-attested copy of affidavit from the authorized signatory of the company / firm as per <b>Annexure-B</b> duly notarized or attested by the first-class magistrate	

I/we hereby undertake as under:-

1. That I/we have read all the schedules, appendices, annexures to the tender document, terms & conditions carefully.
2. That this technical bid contains page No. \_\_\_\_ to \_\_\_\_\_. I/ we have signed each and every page.
3. That 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.
4. That I/we understand that the technical qualification as mentioned in the tender is minimum and we have to fulfil the same to become eligible for participation in the price bid.
5. That I/we hereby agree to abide by all the terms and 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 : .....

**Annexure-D**

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

I/We hereby quote following rates of Wheat:-

<b>Lot No.</b>	<b>Quantity offered for purchase (in MTs)</b>	<b>Rate offered (Rupees per MT)</b>	<b>Rate offered in Words</b>
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			

- Note:** 1. The rates / financial bid should be exclusive of GST or any other statutory taxes and for ex-godown delivery.
2. The rate must be quoted in **Rupees Per Metric Tonne.**
3. In cases, where the lot-size is more than 500 MT, the bid should be of a minimum quantity of 500 MT. In other cases where the lot is of less than 500 MT, the bid should be complete quantity as per lot-size.

Signature of Tenderer/Authorized Signatory

Full name of Tenderer/ Signatory

**Annexure-E****LETTER OF AUTHORITY**

(ON NON JUDICIAL STAMP PAPER OF Rs. 100)

(ATTESTED BY NOTARY PUBLIC WITH NOTARY STAMP &amp; SEAL)

I/We \_\_\_\_\_ s/o \_\_\_\_\_ Proprietor/ Partner/  
 Director of M/s \_\_\_\_\_ address \_\_\_\_\_ do hereby  
 authorize Sh. \_\_\_\_\_ [Aadhar No. \_\_\_\_\_  
 copy of Aadhar enclosed)] S/o Sh. \_\_\_\_\_ for taking delivery of  
 the stock on my/our behalf allotted to me/us in the e-tender dated \_\_\_\_\_  
 released by HAFED vide release order no. \_\_\_\_\_ dated \_\_\_\_\_.

Signature of the authorised representative

SIGNATURE OF THE AUTHORISED  
 REPRESENTATIVE

We are bound by the acts of our authorised representatives and confirm and ratify the actions and deeds of the said authorised representative and undertake and declare that the stocks delivered to the authorised representative is complete and conclusive discharge of Hafed from its contractual obligations.

**(SIGNATURE OF PROPRIETOR/ PARTNER/  
 DIRECTOR ALONG WITH COMPANY SEAL)**