



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](mailto:hafed@hry.nic.in)

Web-site: [www.hafed.gov.in](http://www.hafed.gov.in)

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Panchkula (Haryana)**



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No.Hafed/WH/PEG/HIRING OF GODOWNS.-2023/

Dated:

For and on behalf of the **HARYANA STATE COOPERATIVE SUPPLY AND MARKETING FEDERATION LIMITED** (hereinafter called the Federation) the Managing Director, HAFED invites online bids under two bid system for hiring of godowns constructed under Private Entrepreneur Guarantee Scheme (PEG) of GOI/ FCI or other godowns meeting the specifications on “Lease only” or “Lease with Services”, at the locations/districts specified herein.

**PART-A  
(TECHNICAL BID)**

**E-TENDER DOCUMENT**

**NAME OF WORK:** For hiring godowns constructed under Private Entrepreneur Guarantee Scheme of GOI/ FCI or other godowns in “Lease only” or “Lease with Services”.

**CRITICAL DATES**

1.	Bid Document uploading date	07.04.2023
2.	Tender document download start date & time	07.04.2023, 05.00 PM
3.	Online Bid End date & time	18.04.2023, 01:00 PM
4.	Bid opening date & time	18.04.2023, 02:30 PM

**(i) Online Bid opening meeting:** HAFED Corporate Office, Sector-5, Panchkula (Haryana).

(ii) Bidders are not required to deposit EMD through GeM Portal rather Bidders have to deposit the EMD @Rs.20/- per MT on-line in the Bank A/c of HAFED.

**NOTE:** (i) If the date fixed for opening the Tender is subsequently declared as holiday the tenders will be opened on the next working day following the holiday but there will be no change in time and venue for opening as indicated above.

# HAFED

## NOTICE INVITING TENDER

1. For and on behalf of the HAFED, (hereinafter called the Federation) the, Managing Director, HAFED invites online bids under two bid system for hiring of PEG godowns (also referred as warehouse) constructed under Private Entrepreneur Guarantee Scheme of GOI/ FCI whose guarantee has been expired/expiring or other godowns in “Lease only” or “Lease with Services” category, at the locations/ districts specified herein.
2. The owners may offer their godowns for hiring to HAFED, as per existing conformity i.e. godowns originally hired on 'lease only' basis must be offered for hiring on 'lease only' basis and as such the godowns originally hired on 'lease with services' basis be offered on 'lease with services' basis only.
3. The total rated capacity of godown would be offered. However, HAFED may rehire/ takeover partial/ full/ nil capacity of the offered warehouse, as per requirement.
4. The initial period of hiring shall be two years extendable by one year at the same terms and conditions at the sole discretion of HAFED. The warehouse can be vacated by HAFED under exceptional circumstances by giving three months notice, at any point of time.
5. The godowns offered for hiring or re-hiring of PEG godowns on 'lease with services' basis should be registered with WDRA, however, the bidders who have applied for WDRA registration shall also be eligible to participate in the tender provided that the registration process shall be completed within three months from the date of award of work, failing which the contract shall be summarily terminated and Security deposit shall be forfeited. Further, this shall not apply to warehouses to be offered on 'lease only' basis, as registration of such warehouses would be done by the Nodal Agency as per final decision of WDRA/ GOI.

In godowns hired under Lease with Services model (with applicable increase/decrease i.e. 33% of increase/decrease in WPI (Wholesale Price Index) as inbuilt in the PEG Contract). The derived rate on escalation (as given in the tender) shall be the ceiling.

6. Bids submitted through e-tender will only be considered for further process. The e-tender process shall be carried out only on Government e-Market place (GeM), the Public Procurement Portal of Government of India. No hard copy/ physical form of tender bid shall be accepted, prior to opening of technical bid.
7. Tender documents containing terms and conditions can be downloaded from

website [www.hafed.gov.in](http://www.hafed.gov.in) and <https://gem.gov.in>. The bids completed in all respects duly filled in and signed by the tenderer or his authorized representative with stamp/ seal of the Company or firm or individual would be accepted online till date 18/04/2023 at 01.00 PM and online Technical Bid will be opened on date 18/04/2023 at 01.00 PM in the presence of the tenderer or his authorized agents (who may wish to be present at their own expenses), by duly constituted committee of officers.

8. Calculation of ceiling rate for bid and rent of the godown:-
- a. In godowns hired under 'Lease only' model, the latest PEG rates of that particular godown may be kept as ceiling. Here services are provided by HAFED.
  - b. In godowns hired under Lease with Services model (with applicable increase/decrease 1.e. 33% of increase/decrease in WPI (Wholesale Price Index) as inbuilt in the PEG Contract). The derived rate on escalation (as given in the tender) shall be the ceiling.
  - c. Similar principle shall apply for PEG godowns hired on Actual Utilization Basis (AUB) for entire lease period or part thereof, where guarantee couldn't be given due to various reasons.

The location wise and category wise ceiling rates are mentioned in table given at point No 12.

**9. Procedure of awarding tender: -**

- a. If the rate received is less than or equal to the ceiling rate, the tender may be awarded to the lowest bidder as per the requirement of Federation/FCI after efforts to bring down the rate through the process of negotiation.
- b. In case the rate received of new party is lesser than the PEG rates of existing investor, the same can be approved by FCI. In this case, if, the capacity offered by the new party is less than the capacity required at that location then the capacity offered by the next tenderer which may be existing PEG investor, can be hired as per requirement of FCI.
- c. If the received bid amount is higher than ceiling rate, HAFED will make all efforts to bring down the rate less than ceiling rate through negotiation process. In case, lowest bidder does not agree to reduce the bid amount at ceiling rate or less than ceiling rate, HAFED will negotiate with existing PEG owner to bring his rate at par with ceiling rate or lower. In case, existing PEG owner agrees to provide the service at ceiling rate or less than ceiling rate, lease may be extended. In case PEG owner does not agree to provide the services at ceiling rate or less than ceiling rate, HAFED shall cancel the tender.

**Provision of Part hiring**

In case of part hiring, there are some locations where requirement of space is less in comparison to capacity through PEG Scheme. As such there may be provision of part hiring (Shed-wise), so that in any centre the capacity re-hired through the Scheme may not be exceed the total requirement at that centre. Moreover, remaining capacity of said godowns if required at later stage may be taken over by HAFED on the same rate, terms and conditions.

10. A normalization factor of Rs.0.065 per qtl. Per KM would be applicable when two or more bids are received for a particular location. In that case all the bid shall be normalized for comparison.

11. The Warehouse can be vacated by HAFED in exceptional circumstances by giving three months' notice only. The minimum capacity to be taken on hire shall be 2500 MT. **GST is exempted for the warehouse offered "with lease with services" category.**

Bids submitted through GeM portal (i.e. <https://gem.gov.in>) only, will be considered for further process. No hard copy / physical form of tender shall be accepted.

12. The locations where warehouses are required and Ceiling rates are as under:  
The details of locations where warehouses are required alongwith the location wise and category wise Ceiling rates are given as under:-

Sr. No	Name of revenue district	Centre/ Location	Capacity (may require in Kharif-2022-23) in MTs	Capacity (may require in Rabi-2023-24) in MTs	Total capacity (in MTs)	Ceiling rate (Rs. Per qtl. Per month) for "Lease only" and "Lease with services"
1.	Palwal	Palwal (Khajurka)	15,000	--	15,000	4.82 (Lease only)
2.	Palwal	Palwal (Mandkol)	66,000	12,525	78,525	7.33 (Lease with services)
3.	Palwal	Hodal	--	5,000	5,000	3.62 (Lease only)
4.	Hisar	Hansi	29,000	61,000	90,000	3.80 (Lease only)
5.	Hisar	Barwala	--	1,22,500	1,22,500	3.59 (Lease only) 5.19 (Lease with services)
6.	Panipat	Panipat	20,000	--	20,000	4.00 (Lease only)
7.	Ambala	Ambala Cantt.	55,000	--	55,000	3.87 (Lease only)
8.	Karnal	Assandh	--	11,500	11,500	3.30 (Lease only)
9.	Karnal	Karnal	15,000	--	15,000	4.48 (Lease only)
10.	Kurukshetra	Shahabad	26,670	--	26,670	4.44 (Lease only)
11.	Kurukshetra	Kurukshetra	27,500	--	27,500	3.25 (Lease only)
12.	Kaithal	Dhand	84,470	--	84,470	3.77 (Lease only) 5.51 (Lease with services)
13	Kaithal	Kaithal	--	1,00,000	1,00,000	4.04 (Lease only)
14.	Jind	Narwana	86,000	16,700	1,02,700	3.43 (Lease only)
15	Jind	Uchana	51,000	61,000	1,12,000	3.45 5.05 (Lease with services)

16.	Jind	Safidon	34,000	41,780	75,780	2.74 (Lease only)
17.	Rohtak	Rohtak	86,680	--	86,680	3.57 (Lease only)
18.	Panipat	Panipat	--	81,710	81,710	4.00 (Lease only)
19.	Sirsa	Kalanwali	--	9,000	9,000	3.50 (Lease only)
20.	Sonepat	Gohana	55,000	--	55,000	3.04 (Lease only)
			<b>6,51,320</b>	<b>5,22,715</b>	<b>11,74,035</b>	

The Warehouse will be hired strictly as per the requirement of HAFED.

13. **Bidders are not required to deposit EMD through GeM Portal rather Bidders have to deposit the EMD @Rs.20/- per MT on-line in the Bank A/c of HAFED. Bidder has to upload the “transaction receipt”. Bids without EMD shall be summarily rejected. The Bank A/c details of HAFED are as follows:-**

Name of Beneficiary	The Haryana State Cooperative Supply and Marketing Federation Limited.
Bank Name	State Bank of India, Sector-10, Panchkula
Bank Branch Address	Sector-10, Panchkula
Account No.	38523175668
IFSC Code	SBIN0063773

The transaction details of remittance of EMD to HAFED's A/c should be uploaded with the tender.

14. For details of process of online submission of bid, conditions of qualification, documents to be submitted, EMD and Security deposit bidders should go through the tender terms and conditions thoroughly. It is understood that the tenderer has gone through all the terms and conditions before submitting his tender.
15. The 'Security Deposit' equivalent to 3% of the value of the contract i.e. rate payable for the guarantee periods (two years) for the warehouse to be hired 'Lease with Services' under PWS, can also be submitted in the form of irrevocable and unconditional 'Bank Guarantee' issued by scheduled Commercial Bank notified by RBI (excluding all urban/Rural/State cooperative Banks and Gramin Banks) as per "Annexure H". The validity of the 'Bank Guarantee' should be 6 months beyond the contract period.
16. After evaluating the Technical Bid of all the parties considered fit, the financial/price bid of technically qualified parties will be opened on date & time to be fixed subsequently, in the presence of the concerned tenderers/ authorized representatives who may wish to be present at their own expenses.
17. The tenderer shall furnish all the details as prescribed in the Tender form. The details of the warehouse as per the criteria should be furnished adequately and the selection will be based on suitability of the warehouse for the intended purpose.

Warehouses offered on “**lease with services**” basis:-

The rate should be quoted in the Price Bid in Rs.....  
P..... (Rupees ..... and paise..... only) as storage charge **per Quintal per month** (excluding GST, as applicable) of food grains including preservation, insurance, watch and ward, ancillary facilities such as office room, toilets, water tank, labour rest shed, electric room, pump room, lorry weighbridge, computer systems and associated man power for all warehousing operations. This should be inclusive of property tax, minor/major maintenance of roads and buildings, water and electrical installations and other charges as per the terms of agreement to be entered. The rates are inclusive of all statutory taxes, duties, cess etc.

Warehouses offered on “**Lease only**” basis:-

The rate should be quoted in the Price Bid in Rs ..... (Rupees ..... and paise ..... only) as rent charge **per Quintal per month** (excluding GST, as applicable) for godown including ancillary facilities such as office room, toilets, water tank/ drinking water, labour rest shed, electric room, pump room, lorry weighbridge, computer systems for all warehousing operations. (This should be inclusive of property tax, minor/major repair maintenance of roads and buildings and other charges as per the terms of agreement to be entered. The rates are inclusive of all statutory taxes, duties, cess etc.) excluding GST as applicable.

18. The Tender should be signed by the Warehouse Service Provider or the authorized signatory with appropriate power of attorney under the signature of firm/proprietor/ owner.
19. The bidder shall submit following documents with respect to the land of the Godown:
  - a. In case of owned land, the bidder must submit a certified copy of respective revenue records along-with purchase/transfer deed, as the case may be.
  - b. In case of Lease, the residual lease should be comprehensive and irrevocable in favour of the bidder and for a period of minimum five (5) years from date of hiring. The bidder must submit a certified copy of the registered lease agreement.
  - c. In case land is owned by a partner in partnership firm, in that case either the land owned by partner of the firm have been contributed for the business of the partnership firm or have been irrevocably leased out to the firm for a minimum period of five years. The bidder must submit a certified copy of respective lease or contribution of land to the business of firm, as the case may be.

The location/site of the warehouse should be informed at the time of submission of bid and no change is to be allowed thereafter. In such a condition, the guarantee of warehouse shall commence from date of completion of all the formalities including submission of lease documents by the bidder.

20. The minimum capacity of the offered warehouse shall be 2500 MTs (50000 bags of 50 Kg each). The period of guaranteed hiring of godown will be 2+1 years. The warehouse can

be vacated by HAFED under exceptional circumstances by giving three months' notice only.

21. In case of part hiring, there are some locations where requirement of space is less in comparison to capacity through PEG Scheme or Warehouse being offered. As such there may be provision of part hiring (Shed-wise), so that in any centre the capacity re-hired through the Scheme may not be exceed the total requirement at that centre. Moreover, remaining capacity of said godowns if required at later stage may be taken over by HAFED on the same rate, terms and conditions.
22. The Tender rate and offer shall remain open for acceptance for a minimum period of 45 days from the date of opening of financial/price bid which shall be extendable for another 45 days at the discretion of HAFED and on mutual consent thereafter. The tenderer shall give full and correct address including e-mail address for easy correspondence and notify any change then and there to the office concerned.
23. The tenderer before submitting the tender should upload proper documents in the concerned bid properly duly signed & stamped.
24. Conditional tenders will not be considered for acceptance.
25. HAFED will not be held responsible for any rejection based on inadequate information.
26. HAFED reserves the right to accept or reject any of the tender received without assigning any reason.
27. Tenders which do not fulfil any of the conditions or incomplete in any respect shall be summarily rejected.
28. HAFED would be at liberty to reject any or all the proposals at any point of time, if the ownership of the warehouse and encumbrance etc. are found to be doubtful or improper.
29. The tenderer should sign & seal (Stamp) all the pages of the tender form and all the documents produced.
30. Negotiation will be held with the tenderer to bring the rate at or below the ceiling rate.
31. The hiring of warehouses shall be subject to laws of the land, rules, guidelines, instructions etc. issued by Food Corporation of India / Govt. of India / State Govts. etc as amended from time to time and the bidder shall be fully responsible for due compliance thereof. The warehouse service provider shall be responsible for compliance of all statutory provisions including labour laws pertaining to minimum wages, EPF, ESI etc. in respect of personnel engaged by it.
32. The Decision of Competent Authority will be binding on all tenderer.

**MANAGING DIRECTOR  
HAFED PANCHKULA**

# **HAFED**

## **Instructions for tenderer:-**

1. Tender documents may be downloaded from <https://gem.gov.in>. Suppliers who have not enrolled/registered before participating through the website <https://gem.gov.in>. Bidders are advised to go through instructions provided on the GeM portal for submission of Bid.

## **Instructions for Online Bid Submission:**

The bidders are required to submit their bid documents and supporting documents as per instructions on the GeM Portal.

More information useful for submitting online bids may be obtained at: <https://gem.gov.in> .

## **REGISTRATION:**

1. Bidders are required to register on the GeM e-Procurement module (URL <https://sso.gem.gov.in>).
2. As part of the enrolment registration process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the GeM Portal.

## **SEARCHING FOR TENDER DOCUMENTS:**

- A. There are various search options built in the GeM Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the GeM Portal.
- B. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

## **PREPARATION OF BIDS:**

- A. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- B. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- C. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document. Bid documents shall be scanned legibly with 100 dpi with black and white option.

## **SUBMISSION OF BIDS:**

1. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2. Bidder has to select the payment option as "offline" to pay the EMD as and when applicable and enter details of the transaction no. (UTR No.) at appropriate place.
3. Bidder should deposit the EMD as per the instructions specified in the tender document. The details of the EMD should be filled carefully at specified place well before the closure time of the bid as indicated in the tender form. Otherwise the uploaded bid will be rejected.
4. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by the bidders. If the BoQ (pdf file) file is found to be modified by the bidder, the bid will be rejected.
5. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

#### **ASSISTANCE TO BIDDERS:**

- A. The bidders can seek clarification upto 3 working days before last date of submission of tender. The concerned RO shall furnish reply at least 24 hours before the bid submission time.
- B. Any queries relating to the process of online bid submission or queries relating to GeM Portal in general may be directed to the GeM Portal Helpdesk. The contact number for the helpdesk is 1800-419-3436.
- C. The **Pre-bid briefing** already held in the office of Managing Director, HAFED Corporate Office, Sector-5, Panchkula (Haryana) on 18.04.2023 at 1.00 PM. The queries raised and decisions taken are enclosed as Corrigendum with the bid document.

**HAFED CORPORATE OFFICE  
SECTOR-5, PANCHKULA (HARYANA)**

**TENDER FORM**

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

To

S/Shri/Ms. ....

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Dear Sir,

For and on behalf of the HAFED, (hereinafter called the 'Federation') the Managing Director, HAFED Corporate Office, Sector-5, Panchkula (Haryana) invites tenders under two bid system from Warehouse Service Providers who can provide warehouses along with warehousing facilities for storage of food grains to HAFED in Haryana State, as per locations/railhead given in NIT.

**A. BRIEF DESCRIPTION OF WORKS:**

The tenderer shall provide warehouses for storage of foodgrains at the location indicated above as per terms & conditions enclosed in Annexure A. The tenderer must get himself fully acquainted with the working of HAFED in offering warehousing services to HAFED before submission of tender and rates quoted by them. In case the rates are quoted in price bid in a manner other than mentioned in Annexure 'A' the tenders are liable to be ignored. The Tenderers should not incorporate any condition in the tender as conditional tenders will be rejected. The contract, if any, which may eventuate from this tender shall be governed by stipulations as given in this tender form and it's Annexure 'A' to 'G'.

**A. INSTRUCTIONS FOR SUBMITTING THE TENDER:**

**(a) INFORMATION ABOUT TENDERERS:**

The tenderers must furnish full, precise and accurate details in respect of information asked for in the technical bid form of tender.

**(b) SIGNING OF TENDER:**

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

(ii) The person signing the tender, or any document forming part of the tender, on behalf of another, or on behalf of firm shall be responsible to produce a proper power of attorney duly executed in his favour, stating that he has authority to bind such other person, or the firm, as the case may be, in all matters, pertaining to the contract. If the person so signing the tender fails to produce the said Power of Attorney, his tender shall be summarily rejected without

prejudice to any other rights of the Federation under the contract and law and the Earnest Money Deposit paid by him/her shall be forfeited.

- (iii) The Power of Attorney should be signed by all the partners in the case of a partnership concern, by the proprietor in the case of proprietary concern, and by the person who by his signature can bind the company in the case of a limited company. The entire tender document must also be signed on each page by the authorized person.

**(c) EARNEST MONEY:**

- i. Each Tender must be accompanied by an **Earnest Money Deposit (EMD) @ Rs. 20/- per MT** of the capacity offered by the tenderer must be submitted electronically through NEFT/RTGS/other electronic means from any scheduled bank by the tenderers in the Bank A/c of HAFED. The transaction details of remittance of EMD to HAFED's A/c should be filled at the appropriate place in the tender.  
In case of NEFT/RTGS/other electronic means the tenderer has to indicate transaction no. (UTR No.) of such payments appropriately in the Bid. Technical Bid not accompanied by Earnest Money Deposit (EMD) shall be summarily rejected.
- ii. **Due to technicality involved, the EMD shown on the GeM portal as NIL. However, Tenderer have to deposit the EMD as per the terms & conditions given in the MTF i.e. Rs.20 per MT of the offered capacity.**
- iii. The Earnest Money shall be liable for forfeiture, if the tenderer after submitting his tender resiles from or modifies his offer and/ or the terms & conditions there of in any manner even if Federation has not suffered any loss during the validity period of this tender enquiry, it being understood that the tender documents have been made available to him and he is being permitted to tender in consideration of his agreement to this stipulation. The earnest money is also liable to be forfeited in the event of tenderer's failure to furnish the requisite security deposit by the due date without prejudice to any other rights and remedies of the Federation under the contract and law. The earnest money will be returned to all unsuccessful Tenderers without interest as soon as practicable possible after decision on tenders and to successful tender after he has furnished a security deposit, if the successful tenderer does not desire the same to be adjusted towards the security deposit. No interest shall be payable on the amount of earnest money in any case.

**(d) SECURITY DEPOSIT:**

- i. The successful tenderer shall furnish within 7 working days of the acceptance of his tender a Security deposit to 3% of the value of the contract i.e. rate payable for the guarantee periods (two years). Additional 7 working days may be given by imposing a penalty of 1% of Security Deposit.
- ii. In case capacity is being hired in phased manner. Security deposit may be accepted in phased manner, which shall be equivalent to 3% of the value of the contract i.e. rate payable for the guarantee periods (two years) the capacity taken in phased manner.
- iii. The security deposit must be submitted electronically through NEFT/RTGS/other electronic means from any scheduled bank by the tenderers in the Bank A/c of HAFED, details of which are already provided above.
- iv. **The 'Security Deposit' equivalent to 3% of the value of the contract i.e. rate payable for the guarantee periods (two years) can also be submitted in the form of irrevocable and unconditional 'Bank Guarantee' issued by scheduled Commercial Bank notified by RBI (excluding all urban/Rural/state co-operative Banks and Gramin Banks) as per Annexure H. The validity of the 'Bank Guarantee' should be 6 months beyond the contract period.**

In case of extension of the period of availing warehousing services, BG should also be extended accordingly.

- v. The Security deposit furnished by the tenderer would be subject to the terms & conditions given in the Annexure 'A' of this tender and the Federation will not be liable for payment of any interest on the security deposit or any depreciation thereof.

If the successful tenderer had previously held any contract and furnished security deposit, the same shall not be adjusted against this tender and a fresh security deposit will be required to be furnished.

**(e) DOCUMENTS REQUIRED TO BE ATTACHED WITH TENDER:**

- i. Earnest money together with the self-attested copies of the documents as mentioned in Annexure 'B' are to be annexed with Technical Bid only. No documents are to be enclosed with the Price Bid (Annexure 'C').
- ii. The tender document should be uploaded on the website including invitation to tender intact, without detaching any page or pages dully filled in completed and signed on each page of tender form.
- iii. The successful tenderer will ensure that the necessary documents authorizing the person who has signed the tender to bind his firm or the company have been filed or registered with the concerned authority.

The detailed checklist of documents to be submitted is given in Annex. - 'D'.

**(f) DELIVERY OF TENDERS:**

- (i) The tender shall be submitted in two parts, viz., technical bid and Price bid. Tenders which do not comply with this instruction shall be summarily rejected.
- (ii) All supporting documents including tender documents have to be scanned and uploaded in the technical Bid. Price Bid as per Annexure 'C' has to be scanned and uploaded at the requisite place in the GeM portal.
- (iii) Technical Bid shall be accompanied by Earnest Money Deposit (EMD) @ Rs. 20/- per MT of the capacity offered by the tenderer must be deposited electronically through NEFT/RTGS/other electronic means from any scheduled bank by the tenderers in the Bank A/c of HAFED, details of which are already provided above.
- (iv) All credentials, documents & copies of certificate/information called for should be submitted as per tender form with the technical bid.
- (v) The tender form shall be filled in by the tenderer clearly, neatly and accurately. Any alteration erasers or overwriting will render the tender invalid. Alteration neatly carried out and attested over the full signature of tenderer, however, is permitted.

**(g) OPENING OF TENDERS and Bid Evaluation Criteria:**

- I. The Technical Bid will be opened Online in the office of the Managing Director, HAFED , Sector -5 Panchkula, Haryana at the time and on the date indicated in the NIT. The tenderer will be at liberty to be present either in person or through an authorized representative at the time of opening of the tender at their own expenses.
- II. Scrutiny of the technical bid shall be done by departmental committee or any agency as deemed necessary based on the documents submitted along with the bid. Necessary clarification if any required by the Federation shall be furnished by the tenderer within the time given by the Federation for the same. The Federation is at liberty to verify any or all

documents submitted by the tenderer, even by referring to third parties. However, no additional documents shall be allowed to be submitted after submission of the bid.

- III. After successful scrutiny/verification of documents submitted along with the Bid, Physical verification of the warehouse with respect to the location and design and drawing provided with the bid, shall be carried out by the departmental committee, as part of the Technical evaluation process.
- IV. After evaluating the Technical Bid of all the parties, the Price Bid of only technically qualified parties will be opened on date & time to be fixed subsequently, in the presence of the concerned tenderers / authorized representatives who may wish to be present at their own expenses.

**(h) CORRUPT PRACTICES:**

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

**(i) ACCEPTANCE OF TENDER:**

The Managing Director, HAFED, Sector -5 Panchkula, Haryana for and on behalf of HAFED, reserves the right to reject any or all the Tenders without assigning any reason and does not bind himself to accept the lowest or any tender. The successful tenderer will be intimated about the acceptance of his tender by a letter /email or formal acceptance of tender.

Yours faithfully,

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

**TERMS & CONDITIONS FOR AVAILING WAREHOUSING SERVICES FOR STORAGE OF FOODGRAINS**

1. The minimum capacity of the period of guaranteed hiring of godown will be 2+1 years. The warehouse can be vacated by HAFED under exceptional circumstances by giving three months' notice only. The premises within the boundary of the offered warehouse should not be used for any other activity offering of part vacant in the same warehouse is not allowed. In case of part hiring, there are some locations where requirement of space is less in comparison to capacity of the godown. As such there may be provision of part hiring (Shed-wise), so that in any centre the capacity hired through the Scheme may not be exceed the total requirement at that centre. Moreover, remaining capacity of said godowns if required at later stage may be taken over by HAFED on the same rate, terms and conditions.
2. Procedure of awarding tender:-
  - a. If the rate received is less than or equal to the ceiling rate, the tender will be awarded to the lowest bidder after efforts to bring down the rate through the process of negotiation.
  - b. **In case the rate received of new party is lesser than the PEG rates of existing investor, the same can be approved by FCI. In this case, if, the capacity offered by the new party is less than the capacity required at that location then the capacity offered by the next tenderer which may be existing PEG investor, can be hired as per requirement of FCI.**
  - c. If the received bid amount is higher than ceiling rate, HAFED will make all efforts to bring down the rate less than ceiling rate through negotiation process. In case, lowest bidder does not agree to reduce the bid amount at ceiling rate or less than ceiling rate, HAFED will negotiate with existing PEG owner to bring his rate at par with ceiling rate or lower. In case, existing PEG owner agrees to provide the service at ceiling rate or less than ceiling rate, lease will be extended. In case PEG owner does not agree to provide the services at ceiling rate or less than ceiling rate, HAFED shall cancel the tender.
3. **A normalization factor of Rs.0.065 per qtl. Per KM would be applicable when two or more bids are received for a particular location. In that case all the bid shall be normalized for comparison.**
4. The warehouse should have been scientifically constructed on elevated area and storage worthy for food grains to the satisfaction of HAFED.
5. There should be proper approach road up to the warehouses from the main high way. Similarly, there should be adequate internal roads to facilitate easy movement of trucks.
6. There should be a weigh bridge of suitable weighing capacity within the premises in the warehouse or enroute from Rail Head or HAFED depot up to the warehouse.
7. Warehouse Service Provider shall provide following hardware's for Depot Online System (DoS):

**For Warehousing Services to be availed on "Lease with Services"**

**Average Hardware Requirement**

- i. Desktop for reporting purpose based on volume of operations, the minimum requirement is mentioned below considering austerity measures: -

Capacity	Desktop with UPS	Printer
Below 25,000 MT	2	2
25,000MT-50,000 MT	3	2
Above 50,000 MT	4	2

- ii. In case the ELWBs are inside the warehouse premises, the Warehouse service provider may club the process of entry at gate with LWB and reduce 1 desktop machine and printer for gate.
- iii. Hand-held devices for real time data capture at source during shed operations and QC operations are to be provided by the warehouse service provider. However, the current DOS operations support mobile browsing and available mobile phone may be used for data entry as per discretion of the warehouse service provider.

S. No	Type of Hiring	Hardware & Software to be provided by	
		Warehouse Service Provider	HAFED
A	Lease with Services	Printer, Tablet with SIM Card, Computer with internet facilities	DoS software (FoC).

This facility should be provided by the Warehouse Service Provider within one month of taking over the warehouse. Failing which, necessary arrangement shall be made by HAFED and recovery toward the cost incurred will be made good from the monthly rental bills.

- 8. Appropriate nos. of Security CCTV cameras of pre-approved specification needs to be installed by the Investor in both the cases i.e. 'Lease Only' and 'Lease with Services'.

This facility should be provided by the investor within one month of taking over the warehouse. Failing which, necessary arrangement shall be made by HAFED and recovery toward the cost incurred will be made good from the monthly rental bills.

- 9. Warehouses should have the following supporting facilities: -

- a. Proper drainage.
- b. Boundary wall/fencing.
- c. Electricity, water, toilets, fire fighting equipment, QC equipment etc.

The above list is illustrative and not exhaustive.

- 10. There should be small supporting building to house office, records, chemicals, QC equipment, gunnies, and earmarked sitting space for 2 employees of HAFED.

- 11. There should be proper Watch & Ward arrangement in the premises of proposed warehouse (applicable for Lease with service category only).

- i. The personnel deployed for the Security of the establishment either should be from DGR empanelled agency /State Home guard etc. or should have undergone training from Government recognized /approved training institute for providing training to the private security personnel.
- ii. Payment of Minimum wages and compliance of other statutory requirement such as EPF, ESI etc. shall be ensured by the warehouse service provider.

- 12. The Warehouse owner shall have to acquire comprehensive insurance of stocks against loss sustained on account of fire, flood & inundation, cyclone, riot and strikes, earthquake, malicious damages, theft, house breaking and burglary and misappropriation of stocks etc.

The insurance shall be taken at the latest average acquisition cost available at the HAFED website link on the date of award of contract/ Renewal of Insurance, as the case may be. Copy of general insurance for indemnifying against the risk of fire, flood & inundation, cyclone, riots & strikes, earthquake, malicious damages, theft, house breaking, burglary and misappropriation of stocks, etc. shall be submitted by the warehouse service provider at the time of submission of first bill.

(Not applicable in case of lease only Warehouses).

13. It would be ensured by the Warehouse service provider that there is no hindrance while carrying out day to day operations/ moving the stocks.
14. The Warehouse Service Provider shall be responsible for annual or casual repairs which is necessary for proper maintenance and storage of food grains. The Warehouse Service Provider shall be responsible for day to day maintenance of the warehouse/premises and other allied facilities and any damage to the stock on any account shall be recoverable from the Warehouse Service Provider. The Warehouse Service Provider shall maintain all approach roads to the warehouse/premises in good and motorable condition. The Warehouse Service Provider shall, during the terms of tenancy keep the warehouse/premises in leak proof and waterproof condition and fit in all respects for storage of food grains. The Warehouse Service Provider shall carry out at his own cost such repairs to the roofs, floors, walls, doors, windows etc. of the warehouse/premises as may be necessary and make the warehouse/premises fit in all respects for the storage of foodgrains within seven days of the receipt of a notice from the HAFED. If the Warehouse Service Provider neglects and fails to carry out the necessary repairs then the HAFED shall have the right to get the repairs done at the cost of the Warehouse Service Provider and the same shall be deducted from the immediate storage charges due to the Warehouse Service Provider and the balance, if any shall be recoverable from the Warehouse Service Provider's future storage charges or the security deposit of the Warehouse Service Provider, as the case may be. If the complaint is not attended to promptly, the storage charges of the warehouse/ premises are liable to be stopped for adjustment of the repairs executed, expenses etc.
- i. The Warehouse Service Provider shall bear the losses occurred due to fault in roofs, floors, walls, windows etc. till the repairs are carried out.
  - ii. In case, the warehouse/premises become unusable due to structural defects etc. or otherwise (not attributable to the HAFED), the payment of the storage charges of the warehouse/premises will be suspended/ will not be paid for the period and capacity, when the same remains out of use for keeping the food grains etc.
15. Bids shall be obtained under Two (2) Bid System i.e. Technical and Price Bid. The technical bid will contain ownership, location, storage capacity, distance from nearby HAFED Warehouses (owned/hired)/Railhead, Income tax Certificate etc. as mentioned in the Technical Bid. Price Bid will contain the rate per Quintal per month as storage charge including preservation, insurance, watch and ward, ancillary facilities such as office room, toilets, water tank, labour rest shed, electric room, pump room, lorry weighbridge, computer systems and associated man power for all warehousing operations. This should be inclusive of property tax, minor/major maintenance of roads and buildings, water and electrical installations and other charges as per the terms of agreement to be entered. The rates are inclusive of all statutory taxes, duties, and cess etc. excluding GST if applicable. In the context of GST, it is to clarify that for the Warehousing Services availed with services at present storage and warehousing services in respect of agriculture produce are exempt under GST.
16. The HAFED shall avail Warehousing Services on reservation basis for a specified capacity and period. Stocks received over and above the reserved capacity of the warehouses, no extra charges will be paid to the Warehouse Service Providers. On expiry of the guarantee period, the storage charges shall be paid on actual utilization basis till the stocks are liquidated. The warehouse shall be vacated maximum within three months from the date of expiry of guarantee period.'
17. The Warehouse Service Provider shall hold all valid licenses issued by the Competent Authority, clear title of property, valid PAN & GSTIN Number etc. and up to date tax clearance certificate from the concerned authority.
18. The Tender shall be accompanied by an **EMD of Rs.20/- per MT of the capacity offered** through NEFT/RTGS/other electronic means from any scheduled bank by the tenderers in

the Bank A/c of HAFED, details of which are as follows. A/c Name- The Haryana State Cooperative Supply and Marketing Federation Limited. State Bank of India, Branch– Sector 10, Panchkula. **A/c No.** 38523175668. **IFSC CODE –** SBIN0063773. The transaction details of remittance of EMD to HAFED's A/c should be filled at the appropriate place in the tender. The successful tenderer would have to deposit prescribed security deposit. equivalent to 3% of the value of the contract i.e. rate payable for the guarantee periods (two years) for the warehouse offered "with Services".

19. The tenderer is advised to carefully go through the copy of the various clauses in the model agreement (Annexure 'E'), which will have to be signed by him.
20. The Warehouse Service Provider shall provide all the warehousing facilities at par with CWC including proper stacking, scientific storage and treatment of the stocks, fire-fighting measures, round the clock security, proper prophylactic & curative treatment, regular repair and maintenance of the warehouse/ premises, weighing of the stock, providing electricity & water charges, etc. (List is illustrative and not exhaustive). These facilities shall be part & parcel of the storage charges as agreed. The Warehouse Service Provider shall keep all the facilities available in the warehouse/ premises like weighbridge, fire-fighting equipment, beam scale, CCTV with live feeding, QC equipment's, drinking water facility, electrical fittings, electricity, approach road etc. functional and shall offer them to HAFED without any additional cost other than storage charges as agreed. If the Warehouse Service Provider fails to provide facilities as mentioned above, the HAFED shall have the right to get the facilities provided at his cost or expenses and cost or expenses so incurred by the HAFED shall be deducted from the storage charges together with element of interest thereon, worked out on the basis of diminishing balances and in the manner considered fit by the HAFED at its discretion. The cost or expenses incurred by the HAFED on Warehouse Service Provider's account would be treated as final, without calling them in question.
21. The Warehouse service provider shall maintain an inventory requirement of 3 months stocks of chemical at any given point of time. The party should have sufficient fumigation covers, sand snakes and other QC equipment like fumigation covers, spray pumps, dunnage material etc. as indicated in the Schedule I of the terms & conditions attached. Amendments made in the dunnage policy by the HAFED /FCI/GOI from time to time shall be binding on the Warehouse Service Provider. (applicable for Lease with service category only).
22. The Warehouse service provider shall be responsible for down gradation or damage to the stocks under their custody during storage. The corresponding losses shall be computed and recovered from the warehouse service provider from the dues payable as per the instructions/guidelines issued by HAFED from time to time. (applicable for Lease with service category only).
23. Consignee/consignor will be HAFED, in case of dispatch/receipt of stocks in these warehouses. Therefore, the existing quality complaint procedure shall be applicable. (applicable for Lease with service category only).
24. The warehouse service provider (not applicable for Lease only category) shall be responsible for the Storage losses which are beyond the norms fixed by GoI/ HAFED and the value of such unjustified losses in storage will be recovered by HAFED from the dues payable to Warehouse Service Provider at average acquisition cost. The storage loss norms are available at following link: -  
(FCI website link - <https://fci.gov.in/storages.php?view=405>)
25. The Warehouse service provider shall not sub-let the whole or part of the storage space availed by HAFED in any way. However, HAFED will have the right to rent out the idle storage capacity to the suitable party.
26. The matter of appointment of Handling and Transport Contractor will be purely on merit vis-a-vis utilizing services of the existing HAFED Contractor or appointed through tender inquiry

by HAFED on existing MTF for the purpose. The Warehouse Service Provider shall have no objection for the same.

27. If there is any violation of standing instruction by the warehouse service provider which leads to financial loss to the Federation, a notice shall be issued to the service provider to compensate for the losses sustained by the Federation within 15 working days of issue of notice. If the service provider does not offer a plausible explanation or pay the money, HAFED shall be at liberty to recover the amount from the running bills of the service provider. In case the sum available as indicated above is not sufficient to cover the full amount claimed by Federation the Warehouse Service Provider shall pay to the Federation on demand the remaining balance of the aforesaid amount claimed, failing which the Federation shall be at liberty to recover the same from security deposit without prejudice to any other action deemed appropriate by the Federation.
28. The successful bidder shall obtain FSSAI license for storing of foodgrains.
29. The responsibility to comply with all statutory obligations under various Central/State Acts which are in force shall be that of the Warehouse Service Provider.

**SIGNATURE OF THE TENDERER**

**SALIENT FEATURES OF QUALITY CONTROL ACTIVITIES WHICH SHALL BE PART & PARCEL OF TERMS & CONDITIONS OF 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 custom. Therefore, before fresh custom is received in the warehouses, the Warehouse Service Provider should be fully prepared to receive it. In this connection, the Warehouse Service Provider should attend to the following points.

- i. Check up the warehouses to ensure that there is no leakage and drainage is in perfect condition.
- ii. Cleanliness and disinfestation of warehouses.
- iii. Estimation of capacity.
- iv. Drawing up of stack plan.
- v. Dunnage.

**2. CARE OF GRAIN DURING STORAGE:**

**A. CLEANLINESS:**

The warehouse 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 warehouse. All the samples drawn from the stacks for the purpose of inspection should also be kept in these sample bags after thorough cleaning.

**C. AERATION:**

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

**D. 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 % CE in the emulsion of 1:100	Contact poison	Walls/alleyways bags surface 3 litres of prepared solution per 100 Sq. meter to control insects and avoid cross infestation.	Every fortnight
Deltamethrin 2.5 % WP with dilution 40 grams per litre.	Contact Poison	Sprayed @ 3 litres solution per 100 square meters	Once in 90 days.

**E. DETERMINATION OF SURFACE:**

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

## **F. FORTNIGHTLY INSPECTION:**

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

- i. Checkup warehouse walls, roof and floor.
- ii. Checkup peripheral, top and bottom layer bags in case of bag storage.
- iii. Checkup of representative sample of each stack.
- iv. Checkup of stocks of different depths/sides in case of bulk storage.

## **G. DURING INSPECTION, FOLLOWING SHALL BE ASCERTAINED AS TO WHETHER:-**

- 1) Proper standard of warehouse hygienic and cleanliness is being maintained.
- 2) There are any leakage/cracks and warehouse stand in need of any repairs.
- 3) There is any likelihood of damage to stocks due to warehouse 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 warehouses.
- 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 District Manager, HAFED.

## **H. FUMIGATION:**

In case of infestation, the stocks should be fumigated with Al. Phosphide under leak Proof covers as per following norms: -

Dosage-3 tablets or 9 grams per MT of stocks Exposure period: 1 week

Dosage	Remarks
Fumigation under Gas proof cover: 3 Tablets or 9 gram per MT of stocks	Immediate fumigation, resorted to as and when infestation of pest is noticed, fumigation is to be imparted as per advice of Quality Control officers/ officials

After fumigation is carried out, it should be noticed if there are any crawling insects on the top of stacks or on sides, if fumigated, under gas proof cover it should be presumed that the fumigation operation has not been successful. The cause should be looked into and avoided for future operations & stocks should be fumigated again and after exposure period of fumigation the bags and the stacks should be cleaned and brushed thoroughly to remove ash and dead pest & stocks should be sprayed with Deltamathrine to eliminate the chances of any living pest.

The Warehouse Service provider shall purchase all insecticides required for maintaining the health of stocks well in advance. However, Warehouse service provider shall be responsible for disposal of empty insecticide containers as per the procedure laid down in THE INSECTICIDES ACT, 1968 and the Rules framed there under.

### **3. PROVIDING OF NECESSARY INFRASTRUCTURE FOR PROPER UPKEEP OF HEALTH OF FOODGRAIN STOCKS IN WAREHOUSES BY THE INVESTERS AT WAREHOUSES:**

THE FOLLOWING ITEMS ARE REQUIRED TO BE PROVIDED BY THE WAREHOUSE SERVICE PROVIDER IN THE WAREHOUSES - 10,000 MT CAPACITY AS A UNIT OR FRACTION/ MULTIPLE THEREOF:

Sl. No	Name of the item/article	Specifications	Approximate Quantity Required
1	Wooden Crates, Polly Pallets	As per enclosed specifications of each crate of 5' x 3' and 5' x 2' in size	40 wooden crates /(Poly Pallets per stack i.e. 2880 crates for 10000 MT capacity for crates size of 5'x3' and 60 wooden /Plastic (Poly Pallets) crates per stack i.e. 4320 crates for 10000 MT capacity for crates size of 5'x2'. Amendments made in the dunnage policy by the HAFED / GOI from time to time shall be binding on the Warehouse Service Provider.
2	Bamboo Mats	For one layer on the Crate	2880 mats each of 5'x3' in size.
3	Godrej Navtal Locks	7 levers with 2 keys	2 locks for each shutter and the required quantity for other building
4	Beam Scales for weighment	With weights, pans, chains and tripod stand approved by Weight and Measures Dept.	2 sets
5	Power Sprayers		2 Nos
6	Moisture meter	Universal model of Digital Moisture meter with printing facility and printer	1 Nos
7	LDPE Polythene Cover	Size 32'x21'x17' Average Thickness 1000-gauge Weight 52 kg.	12 cover for first 5000 MT. And 12 covers for every additional 10000 MT or part thereof.
8	Sand Snakes	Length 40' with dia. Of 7 "	1600 Nos
9	Pokers (iron make)		4
10	Enamel Plates		4

11	Sieve set		1
12	Thermometer		1
13	Ladder		1
14	Bucket	20 Litres Capacity	2
15	Mug	1 Litres capacity	2
16	Measuring Glass	100 ml capacity	2
17	Aluminium Phosphide	Each tablet of 3 grams (for fumigation purpose)	Pre-Monsoon fumigation shall be mandatorily undertaken by the warehouse service provider for entire stocks stored in the warehouse. In addition, fumigation is to be imparted as and when infestation is noticed.
18	Deltamethrin	Once in 3 months or after fumigation (for spraying)	5 Kg per month
19	<b>Malathion</b>	<b>Once in a 15 days (Spraying)</b>	<b>4 Litres per month</b>



- c) Power of attorney in favour of authorized signatory authorizing him to sign on behalf of tenderer firm on tender form & its annexures in current tender.
- d) Copy of the site plan of the warehouse.
- e) Copy of Drawing of the warehouses to scale.
- f) Photograph of the warehouse from all four sides.
- g) Copy of document showing clear title to the property issued by competent revenue authority. However, in case of CPSE/State Government Agency, self-certification to the effect that the CPSE/State Government Agency has good and valid title to the property as owner/Lessee/Allottee etc. shall be acceptable.
- h) Copy of document showing property tax clearance issued by the competent authority, if applicable. However, CPSE/State Government Agency shall be exempted from submission of tax clearance certificate.
- i) Copy of valid PAN Card
- j) Copy of valid GST Registration, if applicable.
- k) Copy of Registered Partnership deed/copy of Memorandum & Articles of Association (as the case may be) along with Registration number.
- l) Name, address & phone No. of Proprietor and all the Partners/Directors of the firm (as the case may be)
- m) Copy of the IT Returns of the tenderer firm for the last one year in case the tenderer is an assessee or Bank Statement of the tenderer for the last financial year.
- n) Name of the current Bankers of the tenderer firm along with addresses & phone no. of the Banks.

**Declaration to the effect that tenderer (Warehouse Service Provider) shall comply with all the statutory laws/rules and are in possession /will obtain all necessary licenses from the respective competent authorities for running the warehousing services.**



	(f) Office accommodation for HAFED staff (g) Security (i) Permanent boundary wall (ii) Willingness to provide 24 hours security staff (mention no. of security staff per shift)	Yes/No Yes/No
11.	Distance of warehouse (in Kms.) (i) From nearest railway Goods-shed (ii) From National Highway (iii) From State Highway (iv) From pucca black topped main road (v) From nearest HAFED warehouse (own/hired) (vi) From nearest mandi/ HAFED procurement point:	Name of the mandi/ Purchase centre
12	Condition of the warehouse: (i) Floor: whether cement concrete, stone slabs, unplastered brick, kutcha etc. (ii) Roof: whether of tiles, GI sheets, tin sheets, cement concrete etc. (iii) Walls: Whether of bricks plastered and white washed, unplastered brick stone etc (iv) Doors: Height and width, whether of wood, tin sheet or iron gribble etc. with condition of structure and material used. (v) Windows/Ventilators: With area of each and indicate whether these are fully protected by doors/ shutters for safe guard against entrance from exterior. (vi) Plinth: (a) Floor height of warehouse: (b) Height from adjacent ground level	
13	Warehouse Capacity: The illustrative standard design of a warehouse with 140 MT stack plan is attached with tender document.  Bidder shall be required to quote capacity based on the physical dimensions of the warehouse offered and no. of standard stacks or part thereof, which can be accommodated in the warehouse. Bidder to submit design and drawing of stack plan. The capacity, thus declared by the bidder shall be verified during physical inspection of the warehouse and contract shall be awarded based on the verified capacity at the rates offered in the bid.	
14	Condition of roads inside the warehouses: (i) Black topped/metalled (ii) Whether fit for movement of heavy vehicles (iii) No. of trucks which can be accommodated inside the warehouse for loading/unloading at a time.	
15	Year of construction of the warehouse and age of individual units.	
16	Is the warehouse having its independent entrance from security angle?	Yes/No
17	Whether warehouse can be taken on rent in present condition without any repairs?	Yes/No
18	What is the minimum/maximum period for which warehouse can be given on rent?	Minimum Maximum
19	Willingness to provide QC equipment's as per Schedule-I of Terms & conditions (Annex.- A of tender form)	Yes/No

20	Willingness to obtain all necessary licenses from respective competent authorities for running the warehousing services	Yes/No.
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Date:

Place:

(-----)

Signature of the Applicant  
Name, Address & Seal of the applicant

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**PART B**  
(To be filled by Office)

**INSPECTION REPORT OF COMMITTEE OF OFFICERS AFTER OPENING OF THE  
TECHNICAL BID**

We have checked all the details submitted by the Warehouse Service Provider given in his proposal by making on site verification on \_\_\_\_\_ (date of inspection). After inspection, we are of the opinion that:

- a) Warehouse is WDRA registered/applied for WDRA registration.
- b) Warehouse Service Provider is in a position to offer services at par with HAFED.
- c) Warehouse is secured and stocks of HAFED can be safely stored here.
- d) Warehouse is well maintained and no other repairs are required in the warehouse in the present condition.
- e) Distance of warehouse from nearest HAFED Owned/hired Warehouse.
- f) The design and drawing of stack plan submitted by the bidder has been verified and the capacity of the warehouse is \_\_\_\_\_. (In case of variation in the capacity declared by the Bidder and the verified capacity, specific remarks to be given and capacity of the warehouse to be stated accordingly).
- g) Other remarks if any

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Name, Designation & signature of the Committee members

Place

Date

**PART C**  
(To be filled by Office)

**RECOMMENDATION OF DISTRICT MANAGER**

I have examined all the details submitted by the Warehouse service provider in his proposal and I have also examined the report of the three-member committee. Further

- (a) I agree with the Report of the three-member committee.
- (b) I certify that warehousing services being availed are as per requirement / need of my division.
- (c) I certify that warehouse will be de hired as soon as possible.
- (d) I certify that all the established procedure/codal formalities are fulfilled while hiring the warehouse under reference.

Place:  
Date

Name of the District Manager  
of concerned HAFED Division

**PRICE BID FORM**

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

Sir,

I/we, submit the sealed price bid for offering my warehouse to HAFED for storage of food grains along with warehousing facilities at par with CWC/SWC at \_\_\_\_\_ (name of the location)

2. I/We have thoroughly gone through and understood instructions to tenders, terms & conditions of contract given in the invitation to tender and those contained in the Tender Form its Annexures „A“ to „E“ and agree to abide by them. **(please tick appropriate option)**

**(For warehouses offering “Lease with Service” category.)**

3. I/We hereby quote Rs..... P..... (Rupees.....)

and paise .....only) **(to be quoted in BOQ only for “with service”)** as storage charge per Quintal per month including preservation, insurance, watch and ward, ancillary facilities such as office room, toilets, water tank/drinking water, labour rest shed, electric room, pump room, lorry weighbridge, computer systems and associated man power for all warehousing operations. (This should be inclusive of property tax, minor/major maintenance of roads and buildings, water and electricity charges and other charges as per the terms of agreement to be entered. The rates are inclusive of all statutory taxes, duties, cess etc.) excluding GST if applicable.

OR

**(For warehouses offering “Lease only” category.)**

I/We hereby quote  
Rs.....P.....(Rupees.....)

and paise.....only) **(to be quoted in BOQ only for “without service”)** as storage charge Per Quintal per month including ancillary facilities such as office room, toilets, water tank/drinking water, labour rest shed, electric room, pump room, lorry weighbridge, Computer System for all warehousing operations. (This should be inclusive of property tax, minor/major maintenance of roads and

buildings, water and electricity facility and other charges as per the terms of agreement to be entered. The rates are inclusive of all statutory taxes, duties, cess etc.) excluding GST as applicable.

4. I/We shall be bound by the communication of acceptance of the offer dispatched within the time and I/We also agree that if the date upto which the offer would remain open be declared as a holiday for the Corporation, the offer will remain open for acceptance till the next working day.

5. As required, no documents are being enclosed with price bid. RTGS/NEFT no. \_\_\_ dated \_\_\_\_\_ on \_\_\_\_\_ (name of the Bank) for a sum of Rs. \_\_\_ (Rupees \_\_\_\_\_) is enclosed with the technical bid as earnest money. In the event of my tender being accepted, I/We agree to furnish a security deposit of \_\_\_\_\_ by \_\_\_\_\_:

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6. I/We do hereby declare that the entries made/ information submitted in the tender and its annexures „A“ to „G“ are true and also that we shall be bound by the act of my/our duly constituted attorney, Shri \_\_\_\_\_ whose signatures are appended hereto and of any other person who in future may be appointed by me/us in his capacity to carry on the business of the concern whether any intimation of such change is given to the Managing Director, HAFED.

7. I/We agree to keep the offer open for acceptance up to and inclusive of \_\_\_\_\_ and to the extension of the said date by 45 days in case it is so decided by the Managing Director, HAFED and on mutual consent thereafter.

Yours faithfully,

( )

Signature of Tenderer  
(With Complete Address)

(Capacity in which Signing)

**ANNEXURE-D**

**LIST OF DOCUMENTS TO BE SUBMITTED WITH TECHNICAL BID:**

S. no.	Details	Submitted Yes/No
1	<b>EMD for Rs. _____/-</b> by way of RTGS/NEFT in A/c Name- The Haryana State Cooperative Supply and Marketing Federation Limited. State Bank of India, Branch- Sector 10 Panchkula. <b>A/c No.</b> 38523175668. <b>IFSC CODE – SBIN0063773.</b>	
2	WDRA registration certificate/ application for WDRA registration, as the case may be.	
3	Complete tender form with Annexure A, B, D, E, F & G duly filled & duly signed on each page by tenderer himself or by authorized signatory of the tenderer firm with following documents duly attested on each page by tenderer himself or by authorized signatory of the tenderer firm.	
(a)	Power of attorney in favour of authorized signatory authorizing him to sign on behalf of tenderer firm on tender form & its annexures in current tender	
(b)	Copy of site plan of the warehouse.	
(c)	Copy of Drawing of the warehouses to scale	
(d)	Photographs of the warehouse from all four sides	
(e)	Copy of document showing clear title to the property issued by competent revenue authority. In case of CPSE/State Government Agency, self-certification to the effect that the CPSE/State Government Agency has good and valid title to the property as owner/Lessee/Allottee etc.	
(f)	Copy of document showing property tax clearance issued by the Competent Authority. However CPSE/State Government Agency shall be exempted from submission of tax clearance certificate.	
(g)	Copy of valid PAN card.	
(h)	Copy of valid GST Registration. if applicable	
(i)	Copy of Registered Partnership deed/copy of Memorandum & Articles of Association (as the case may be) along with Registration number.	
(j)	Name, address & phone No. of all the Proprietors/ Partners/Directors of the firm (as the case may be)	
(k)	Copy of the IT Returns of the tenderer firm for the last one year in case tenderer is an assessee or bank statement of the tenderer for the last financial year.	
(l)	Name of the current Bankers of the tenderer firm along with addresses & phone no. of the Banks.	
(m)	Declaration to the effect that tenderer (Warehouse Service Provider) will comply with all Statutory Laws/Rules and are in possession/will obtain all necessary licenses from the respective Competent Authorities for running the Warehousing Services.	

**WITH PRICE BID**

S. no.	Details	Submitted Yes/No
	1. Price bid Form duly filled & signed. (No documents are to be submitted along with price bid form)	

SIGNATURE OF TENDERER

**MODEL AGREEMENT**

THIS AGREEMENT ENTERED ON THE ..... DAY OF  
..... MONTH, TWO THOUSAND.....  
BETWEEN

..... having its Registered  
Office at.....  
..... through ..... its proprietor/partner/director  
or authorized representative as per power of attorney (as the case may be) (herein after  
termed as Warehouse Service Provider) on FIRST PART

AND

The HARYANA STATE COOPERATIVE SUPPLY AND MARKETING FEDERATION LIMITED  
(HAFED),

having its Head Office at Sector-5, Panchkula through its District Manager, HAFED  
..... SECOND PART.

WHEREAS HAFED IS DESIROUS TO UTILIZE storage space of

M/s .....for storage of foodgrains at the warehouses  
situated at.....

WHEREAS M/s..... has agreed to  
provide warehouses/ warehouses to HAFED for storage of foodgrains.

NOW THIS AGREEMENT WITNESSTH that M/s..... shall  
make available to HAFED storage space as per the requirement of HAFED on the following  
mutually agreed terms & conditions: -

**TERMS & CONDITIONS**

**1. STORAGE SPACE:**

1.1 HAFED will reserve the space in the warehouses of  
M/s..... in terms of MT capacity and in that reserved  
capacity, HAFED will be free to make as many turnovers as required by the HAFED and  
the monthly rent will be restricted to the capacity actually reserved.

1.2 HAFED shall reserve the space at the Warehouse in terms of MT (minimum 2500 MT  
however for hilly area it shall be 1670 MT) for the period of guaranteed hiring of godown  
will be 2+1 years as decided by SLC meeting dated 16.11.2022. The warehouse can be  
vacated by HAFED under exceptional circumstances by giving three months' notice only.  
Reservation will be in terms of complete month(s). The Warehouse Service Provider may  
provide storage space to HAFED in one or more warehouses, under its possession at the  
required centers.

1.3 Cancellation of the reservation of space before the expiry of the period of two years would  
not be normally resorted to: however, in exceptional circumstances if it is required by  
HAFED, to cancel/curtail the quantum of reservation, advance notice of three months shall  
be given. In case of normal circumstances, HAFED will give prior intimation one month  
before the expiry of the initial guarantee period either to further extend guarantee for  
another one year or to dehire the warehouse. In case of dehiring, HAFED will try to vacate

the warehouse with in the guarantee period, however in case HAFED is unable to vacate the warehouse within the guarantee period, it will vacate not later than two months beyond the guarantee period. For this period rent on actual utilization basis (AUB) will be paid.

1.4 HAFED shall pay storage charges from the first date of deposit, to the Warehouse Service Provider for the reserved space, whether the space remains totally or partly utilized during the period of reservation. The storage charges would be paid by HAFED by 10<sup>th</sup> of subsequent month.

1.5 The HAFED shall avail the warehousing services on reservation basis for a specified capacity and period. Stocks received over and above the reserved capacity of the warehouses, no extra charges will be paid to the Warehouse Service Providers. On expiry of Guarantee period, the storage charges shall be paid on actual utilization basis till the stocks are liquidated. The stocks shall be liquidated maximum within 3 months from the date of expiry of guarantee period.

## **2. RECEIPT & WEIGHMENT IN WAREHOUSE:**

2.1 HAFED will send the stocks in sound bags to the warehouses. In case of receipt of cut & torn bags if any found, the same would be replaced by Warehouse Service Provider as per the terms of agreement, with gunnies to be supplied by HAFED.

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

2.3 Bags found wholly or partly wet at the time of deposit shall be segregated and will be accepted for storage after the contents are properly dried, reconditioned by the Warehouse Service Provider as per the terms of the agreement and considered fit to stand storage to be undertaken by Warehouse Service Provider.

2.4 Stocks at the warehouses would be received and issued on 100% weighment basis on the lorry weighbridge available in the warehouse. In warehouses, it is the responsibility of Warehouse Service Provider to provide weighment facility at its own cost.

2.5 The Warehouse Service Provider shall be responsible for satisfactory storage of stocks and shall take necessary care as is expected from a bailee. The quantum of storage loss / gain shall be examined taking into account the condition of the stocks at the time of receipt including infestation, if any, moisture contents at the time of receipt and issue, storage period etc.

2.6 The weight of the stocks, moisture contents as well as condition of the stock at the time of receipt and issue shall be jointly recorded by Warehouse Service Provider and HAFED staff and duly authenticated in records. Damages / down gradation / deterioration if any, will be borne by Warehouse Service Provider.

2.7 An acknowledgement would be issued by Warehouse Service Provider to HAFED for receipt of the stocks at the warehouse giving details such as quantity & quality of the stock as received for storage.

## **3. STORAGE LOSSES/GAINS:**

3.1 The stocks stored on account of HAFED shall be subject to monthly / periodical joint inspection report by Warehouse Service Provider and HAFED.

3.2. Loss and Gain Statement will be submitted by the concerned Warehouse Service Provider or his authorized representative by **7<sup>th</sup> of succeeding month** in the prescribed proforma of HAFED to the Divisional Manager through concerned Manager (Depot) as per standing instructions of HAFED.

The statement will be Commodity-wise, Month-wise, Stack-wise.

- 3.3. If the storage losses are beyond permissible limit as per HAFED norms in vogue, Warehouse Service Provider shall be responsible for the same and recoveries for such unjustified losses shall be effected from Warehouse Service Provider by HAFED. In addition, the agreement with Warehouse Service Provider also stipulate that Warehouse Service Provider shall be fully responsible for any loss caused to the stocks of HAFED while in custody of Warehouse Service Provider on account of fire, flood & inundation, cyclone, riots & strikes, earthquake, malicious damages, pilferage, theft, housebreaking, burglary, misappropriation etc. for which recoveries will be made from Warehouse Service Provider on the rates fixed by the HAFED from time to time.
- 3.4 Norms / prevalent procedure for Storage Loss/ Gain finalized by the HAFED / Govt. of India from time to time will be binding on the Warehouse Service Provider.

#### **4. DELIVERY OF GOODS:**

- 4.1 Instructions for delivery or transfer of goods shall be in writing and signed by the authorized representative of HAFED.
- 4.2 In case delivery is to be given to any other person, he shall be duly authorized and his signatures shall be attested by the authorized representative of HAFED.
- 4.3 If a warehouse receipt has been issued, no goods covered by that receipt shall be delivered back, unless the receipt properly endorsed, is surrendered by the District Manager, HAFED, Incharge of particular warehouse for cancellation or for endorsement of partial delivery thereof.
- 4.4 The delivery shall be given as per demand/priority given in writing to the Warehouse Service Provider or his authorized representative by the authorized representative of HAFED.
- 4.5 The condition of stocks shall be examined by HAFED representative, who shall give in writing with full particulars of loss or damage / down-gradation / deterioration, if any, caused to the goods to the Warehouse Service Provider or his authorized representative forthwith or give notice within three working days of his examining goods otherwise it may be presumed that HAFED has no claim against the Warehouse Service Provider for loss / damage. Similar notice for claim of damage will be given to the Warehouse Service Provider or his authorized representative by HAFED representative in case he comes to know of the loss/damage/ deterioration / down gradation while the goods are in the warehouse.
- 4.6 For delivery of goods before and after office hours and on holidays, reasonable / prior intimation / notice shall be required to be given to the Warehouse Service Provider or his authorized representative.

#### **5. HANDLING & TRANSPORTATION:**

- 5.1 The matter of appointment of Handling & Transport contractor will be purely on merit vis-a-vis utilizing services of the existing HAFED contractor or appointed through open e-tender inquiry by HAFED as per existing MTF for the purpose. The Warehouse Service Provider shall have no claim/objection for the same.

## **6. STORAGE CHARGES:**

- 6.1 HAFED shall pay to the Warehouse Service Provider storage charges at the rates agreed by HAFED.
- 6.2 The payment of storage charges to the Warehouse Service Provider in respect of reserved space shall be made by HAFED in the succeeding months in which the bills are raised.
- 6.3 The Storage charges agreed are for Foodgrain i.e. wheat, rice, paddy, coarse grain and sugar only. HAFED will be authorized to store other items like Gunny bales/ Gunny bundles, Twine, Dunnage materials etc. for which 1 % of the reserved space would be provided for free of storage charges since the above items are related to the stocks.
- 6.4 Any claim will be deducted by HAFED from the monthly rental Bills of the Warehouse Service Provider after giving due notice.

## **7. INITIAL FUMIGATION:**

- 7.1 For stocks received in infested condition, necessary remarks shall be recorded by Warehouse Service Provider and intimated to HAFED **in writing by the Warehouse Service Provider to the consignee HAFED District Manager within 24 Hours about the nature and intensity of infestation with the request to get the stocks inspected by HAFED QC staff within 2 days. If, no one from HAFED inspects the stocks within 2 days of receipt of communication, the Warehouse Service Provider can go ahead with the fumigation immediately thereafter and maintain the records for future inspection by HAFED Officials, which would be acceptable to HAFED and accordingly claims for fumigation charge would be settled by the consignee HAFED Divisional office”.**

The Rates of Initial fumigation charges as fixed by HAFED from time to time shall be applicable”

**Further, Warehouse Service Provider should arrange fumigation immediately on detection of infestation during storage & submit ATR on disinfestation to HAFED within a week time failing which recovery is to be effected.**

- 7.2 In respect of stocks dispatched from the warehouses of the Warehouse Service Provider, if the same are found to be dispatched in infested condition, as substantiated by records and facts, HAFED shall claim fumigation charges at rates prescribed from time to time by HAFED, against Warehouse Service Provider (Dispatching warehouse).

## **8. INSURANCE:**

- 8.1 **The Warehouse Service Provider shall undertake to exercise reasonable care and diligence as is required from a Bailee under the law for keeping the stocks of HAFED. The stocks stored in the Warehouses shall be insured indemnified against the risk of fire, flood & inundation, cyclone, riots & strikes, earthquake, malicious damages, theft, house breaking, burglary, misappropriation and the whole charges on this will be borne by Warehouse Service Provider. The beneficiary of the insurance policy taken by the Warehouse Service Provider shall be HAFED.**
- 8.2 The insurance of stocks will continue to be undertaken by Warehouse Service Provider at the estimated average acquisition cost on which Govt. of India has taken the same in the costing sheet.
- 8.3 In the event of any loss, HAFED will cooperate with the Warehouse Service Provider in furnishing necessary details for finalizing the claim for compensation by the Insurance Company.

- 8.4** The Warehouse Service Provider will settle the claim with HAFED on the declared value after occurrence of the incident. The value of the loss shall be recovered by HAFED from the monthly rental bills. In case the same is not sufficient to cover the losses, the Warehouse Service Provider shall be liable to deposit the balance amount immediately, failing which HAFED shall be at liberty to initiate appropriate legal proceedings against the Warehouse Service Provider.
- 8.5** The liability of the Warehouse Service Provider will be limited to the value of the goods calculated at the average acquisition cost on the date of deposit or on the date of occurrence of loss, whichever is lower.

Website link for Average acquisition cost: <https://fci.gov.in/storages.php?view=405>

## **9. MAINTENANCE AND REPAIRS OF THE WAREHOUSES**

The Warehouse Service Provider shall be responsible for day to day maintenance of the warehouse/premises and other allied facilities and any damage to the stock on any account shall be recoverable from the Warehouse Service Provider. The Warehouse Service Provider shall maintain all approach roads to the warehouse/premises in good and motorable condition. The Warehouse Service Provider shall, during the terms of tenancy keep the warehouse/premises in leak-proof and waterproof condition and fit in all respects for storage of food grains. The Warehouse Service Provider shall carry out at their own cost such repairs to the roofs, floors, walls, doors, windows etc. of the warehouse/premises as may be necessary and keep the warehouse/premises fit in all respect for the storage of food grains within seven days of the receipt of notice from the HAFED. If the Warehouse Service Provider neglects and fails to carry out the necessary repairs then the HAFED shall have the right to get the repairs done at the cost of the Warehouse Service Provider and the same shall be deducted from the immediate storage charges due to the Warehouse Service Provider and the balance, if any shall be recoverable from the Warehouse Service Provider's future storage charges or the security deposit of the Warehouse Service Provider, as the case may be. If the complaint is not attended to promptly, the storage charges of the warehouse/premises are liable to be stopped for adjustment of the repairs executed, expenses etc. In case, the warehouse/premises become unusable due to structural defects etc. or otherwise (not attributable to the HAFED), the payment of the storage charges of the warehouse/premises will be suspended and will not be paid for the period, when the same remains out of use for keeping the food grains etc.

## **10. FREE MOVEMENT OF STOCKS:**

No hindrance should be there in receiving the stocks or for moving the stocks in the warehouse/premises and for persons engaged by the HAFED to oversee the warehouse operations. The Warehouse Service Provider shall keep the warehouse/premises as well as documents pertaining to stock of HAFED open for inspection any time to the officers/staff duly authorized by the HAFED. In case, Warehouse Service Provider fails to provide such facility, the HAFED will have the option to terminate the agreement forthwith.

## **11. PROVISION OF FACILITIES FREE OF COST**

- 11.1** The Warehouse Service Provider (in Lease with service category) shall provide all the warehousing facilities at par with SWC/ CWC including proper stacking, scientific storage and treatment of the stocks, fire-fighting measures, round the clock security, proper prophylactic & curative treatment, regular repair and maintenance of the warehouse/ premises, weighment of the stock, providing electricity & water etc. (List is illustrative and not exhaustive). These facilities shall be part & parcel of the storage charges as agreed.

11.2 The Warehouse Service Provider shall keep all the facilities available in the warehouse/ premises like weighbridge, fire-fighting equipment, beam scale, QC equipment, drinking water facility, electrical fittings, electricity, approach road etc. functional and shall offer them to officers/staff of the HAFED without any additional cost.

11.3 If the Warehouse Service Provider fails to provide facilities as mentioned above, the HAFED shall have the right to get the facilities provided at its cost or expenses and cost or expenses so incurred by the HAFED shall be deducted from the storage charges together with element of interest thereon, and in the manner considered fit by the HAFED its own discretion. The cost or expenses incurred by the HAFED on Warehouse Service Provider's account would be treated as final, without calling them in question.

## **12. STATUTORY OBLIGATIONS**

12.1 It is the sole responsibility of Warehouse Service Provider during the hiring period that, he shall hold all valid licenses relating to warehouse/warehouse facility issued by respective Competent Authorities, clear title to the property, valid PAN etc. and up to date tax clearance certificates from the concerned authorities.

12.2 The Warehouse Service Provider shall be solely responsible to fulfil all the statutory obligations under various Central/State Acts which are in force.

## **13. PAYMENT OF TAXES**

The Warehouse Service Provider shall pay all existing and future increase in Municipal and local taxes/levies and the charges related to the lands or the warehouse/premises. In the context of GST, it is to clarify that for the WAREHOUSING Services availed with services, at present Storage and Warehousing services in respect of agriculture produce including rice and pulses are exempt under GST.

## **14. QUALITY CONTROL:**

The Warehouse Service Provider shall abide by the instructions issued by the HAFED for preservation of stocks, proper accounting of the stocks, timely submission of the reports & any other allied matters pertaining to proper warehousing of stocks of the HAFED.

## **15. SECURITY DEPOSIT**

**The Warehouse Service Provider shall deposit 3% of the value of the contract i.e. rate payable for the guarantee periods (two years) as Security Deposit within 7 working days with the HAFED in the form of NEFT/RTGS/BT other electronic means from any scheduled bank which shall be refunded by the HAFED without interest after successful completion of the agreement. Additional 7 working days may be given by imposing a penalty of 1% of Security Deposit.**

**The 'Security Deposit' equivalent to 3% of the value of the contract i.e. rate payable for the guarantee periods (two years) for the warehouse to be hired 'Lease with Services' under PWS 2010, can also be submitted in the form of irrevocable and unconditional 'Bank Guarantee' issued by scheduled Commercial Bank notified by RBI (excluding all urban/Rural/state co-operative Banks and Gramin Banks) as per Annexure H. The validity of the 'Bank Guarantee' should be 6 months beyond the contract period.**

**16. WAREHOUSING AGREEMENT**

16.1 HAFED shall have no share, right, interest, title or claim into or upon the warehouse or any part or portion thereof by way of easement, tenancy, sub tenancy or any other kind. Nothing herein contained constitute or shall be deemed to constitute HAFED as a tenant or assignee of the Warehouse Service Provider.

16.2 The necessary stamp duty and registration etc., required under the law for these present shall be borne by the Warehouse Service Provider.

**17. GST compliance**

17.1 The tenderer/bidder shall ensure that the invoice to be raised with HAFED is compliant with the provisions of the GST law and contains the requisite details in an accurate manner for claiming of tax credits, if applicable, by HAFED.

17.2 HAFED reserves the right to release the payment of GST amount, if applicable, only post matching of the invoices in the GSTN system.

17.3 This shall be ensured by the tenderer/bidder that the invoice raised by him during a month is appropriately reported in the GST returns of the said month.

17.4 HAFED reserves the right to claim from the tenderer/bidder any amount of tax, interest, penalty and litigation cost, if any, that may be incurred in future due to GST reporting/compliance mistake(s) on part of the service provider.

**17.5\_HAFED shall not be under any obligation to entertain claims related to future obligation arising on Warehouse Service Provider related to Input Tax Credit (ITC) mismatch in GST return or wrongful availment of Input Tax Credit (ITC) by Warehouse Service Provider, if the same is not intimated within a period of 90 days from the date of issue of invoice.**

**18. Law Governing the Contract & Dispute resolution:**

- a) The Contract will be governed by the Laws of India for the time being in force.
- b) In case of any disputes arising out of and touching upon the contract, the same will be settled in the Court of Law having competent jurisdiction. However, if the Contractor is a CPSE or Govt. Department/Organization the dispute resolution mechanism as provided under Department of Public Enterprises OM No. F. No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018 will be followed.

The Arbitration Clause as provided under clause 6 of the aforesaid OM is reproduced:  
"In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No.4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018".

Signed today on.....day of..... 20\_\_ at .....

\_\_\_\_\_  
\_\_\_\_\_  
(Signature & seal of Warehouse Service Provider)  
\_\_\_\_\_  
\_\_\_\_\_

(Name, Designation & Address of the Warehouse Service Provider)

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(Signature & seal of the HAFED)

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(Name, Designation & Address of the HAFED) In presence of

(Signature of the witness No. 1)

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(Name & Address of the witness No. 1)

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(Signature of the witness No. 2)

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(Name & Address of the Witness No. 2)

SIGNATURE OF THE TENDERER

**ANNEXURE- F**  
**PROFORMA-X**

Date of Tender Enquiry .....

Name of Tenderer: \_\_\_\_\_

Name of the Party/Firm: - \_\_\_\_\_

Valid Email id: - \_\_\_\_\_

Mobile No: - \_\_\_\_\_

Address of the Party/Firm for future correspondence:

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

Name of the Centre	
<u>Earnest Money Deposit (EMD) Details (As per MTF)</u>	
Amount	
UTR No.	
Date	

<u>Bank Details for refund of EMD</u>		
1	Bank Name	
2	Bank Account Number	
3	Bank Branch Address	
4	IFSC Code	

(SIGNATURE WITH SEAL OF THE FIRM)

TENDER SUBMISSION UNDERTAKING

Date:\_\_\_\_\_

To,

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

**Sub: Acceptance of Terms & Conditions of Tender.**

Tender Reference No.: .....

Name of Location and Capacity: \_\_\_\_\_

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned "Tender" from the web site(s) namely: \_\_\_\_\_ as per your advertisement, given in the above-mentioned website(s).
2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from Page no. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc.) which form part of the contract agreement and I/we shall abide hereby by the terms/ conditions/ clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organizations too have also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/corrigendum(s) in its totality/entirety.
5. In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely along with taking action as per other remedies available under law.

Yours faithfully,

(Signature of the Bidder, with Official Seal)

**Proforma of Bank Guarantee to be furnished along with Security Deposit as Performance Guarantee (where Tenderer does not have requisite experience as stipulated in the Tender).**

(To be submitted on non-judicial stamp paper of appropriate value purchased in the name of the issuing Bank)

**This Deed of Guarantee made this \_\_\_\_ day of \_\_\_\_ between \_\_\_\_ (Name of Bank) having its registered office at \_\_\_\_ (place) and one of its local offices at \_\_\_\_ (hereinafter referred to as the Surety), in favour of HAFED, having its Head Office at Sector-5, Panchkula (hereinafter referred to as HAFED).**

**WHEREAS M/s \_\_\_\_\_ (hereinafter referred to as “Tenderer”) having its registered office at \_\_\_\_\_ is bound to furnish Performance Guarantee in the form of Bank Guarantee with HAFED in connection with the award of a Tender for Warehousing Services at \_\_\_\_\_ (name of the centre)**

**WHEREAS the Tenderer as per clause no. \_\_\_\_ of terms and conditions of the tender No. \_\_\_\_ dated \_\_\_\_ has agreed to furnish Performance Guarantee by way of Bank Guarantee for Rs. \_\_\_\_ for due performance of all obligations under the contract within fifteen working days from the date of acceptance of tender.**

NOW THIS WITNESSETH:

1. That the Surety in consideration of the above Tender made by the Tenderer to HAFED hereby undertakes to pay on demand by the HAFED and without demur, and without notice to the Tenderer, the said amount of Rs. \_\_\_\_ (Rupees \_\_\_\_\_).
2. This Guarantee shall not be affected /discharged by any infirmity or irregularity on the part of the Tenderer and by dissolution or any change in the constitution of HAFED, Tenderer or the Surety.
3. The Surety shall not and cannot revoke this Guarantee during its currency except with previous consent of HAFED in writing.
4. Notwithstanding anything contained in the foregoing, the Surety's liability under the Guarantee is restricted to Rs. \_\_\_\_ (Rupees \_\_\_\_\_).
5. This Guarantee shall remain in force and effective up to \_\_\_\_.
6. The Surety will make the payment pursuant to the Demand issued by HAFED notwithstanding any dispute or disputes raised by the Tenderer against HAFED, Bank or any

other person(s) in any suit or proceeding pending before any Court or Tribunal as the surety's liability under this Guarantee is absolute and unequivocal.

7. Any forbearance, act or omission on the part of HAFED in enforcing any of the conditions of the said Tender or showing any indulgence by HAFED to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this Guarantee shall be discharged only on the written intimation thereof being given to the Surety by HAFED.

8. Notwithstanding anything contained hereinabove, unless a demand or claim under this Guarantee is made on the Surety in writing on or before \_\_\_\_\_ the Surety shall be discharged from all liabilities under Guarantee thereafter.

9. The Surety has the power to issue this Guarantee under its Memorandum and Articles of Association and the person who is hereby executing this deed has the necessary powers to do so under the authority conferred on him by the bank.

10. Cover message for this BG has been sent to HAFED bankers i.e. ICICI Bank Ltd., 9 Phelps building, C.P., New Delhi. IFSC code ICIC0000007 through SFMS.

SIGNED AND DELIVERED

For and on behalf of above named Bank

For and on behalf of

(Banker's Name and Seal)

## **CORRIGENDUM**

**Following Clarifications/Amendments are made in the Model Tender Form (MTF) based on the queries/concerns raised by the prospective bidders in the pre-bid meeting held on 18.01.2023.**

Sr.No.	Queries/concerns raised by the bidders	Clarification/Amendment
1	(i) Can godowns in "Lease only" category apply for "Lease with services" category and vice versa in this tender? (ii) Can the above mentioned change is allowed, if ownership of godowns got changed?	No. In this tender godown will be hired in the same category in which hired earlier.  No. category of godown being offered cannot be changed.
2	Can bidder as co-owners may apply in this tender enquiry?	No, the Bidder may be an individual, sole proprietor, partnership firm, Limited company.
3	In case the existing storage charges of any godown is less than the ceiling rate mentioned in the tender then what would be the upper permissible limit of rate.	Where existing rate is less than the ceiling rate mentioned in tender then existing rate would be ceiling rate for that bid. In case existing rate is equal to or more than the ceiling rate mentioned in the tender then the ceiling rate mentioned in the tender will be the ceiling rate.
4	In case GST Number /PAN Number has been applied for the firm but same could not be received then how to proceed in the tender.	In case PAN Number of Firm is not received then copy of PAN application form as proof that PAN Number of firm has been applied may be uploaded with tender. In such case PAN Number of all the partners should also be uploaded with tender document. Similarly, if GST Number of Firm is not received then copy of GST application form as proof that GST Number of the firm has been applied may be uploaded with tender.
5	The provision of Bank Guarantee as security deposit is not provided in "Lease only" category.	Successful tenderer may deposit Bank Guarantee as "Security Deposit" equivalent to amount as mentioned in tender document in both the categories i.e. "Lease only" and "Lease with services".
6	Land lease should be for 3 years instead of 5 years as being done by FCI in its PWS tender. Since fresh lease is done after expiry of current lease and at this point, it is not possible to go for 5 years lease in some cases where time period of 2 year or more is available in existing lease.	Land lease for 3 years is allowed.
7	There should be Demo Session for uploading of tender document on Gem Portal.	Yes, it will be held at Hafed Corporate Office, Panchkula on 30.01.2023 at 11.00 AM.
8	The date of submission of tender documents on Gem Portal should be extended.	The revised schedule is as follow:- (i) Online Bid End date and time 14.02.2023 till 01.00 PM (ii) Bid opening date and time 14.02.2023 at 2.30 PM.
9	Some Bidders particularly from Safidon Centre raised the issue of low ceiling rate which is much lesser than the rates already paid in last 10 years and requested to revise it at par with the existing rates.	The ceiling rate mentioned in the tender documents are in accordance with the policy guidelines. These are the final rate which does not required any amendment.
10	Bidders highlighted that the item number (iii) of clause (e), page Number 14 requires some correction.	No change.
11	Bidders highlighted that the clause (c), page Number 31 requires some correction.	No change.

Sr.No.	Queries/concerns raised by the bidders	Clarifications/ Comments
1	Can godowns in "Lease only" category apply for "Lease with services" category and vice versa in this tender?	Bid shall be uploaded in conformity with existing arrangement i.e. "Lease only" or "Lease with Service". No change is allowed.
2	(i) The storage charges asked by HAFED as per Model Tender Form (MTF) has to be quoted excluding GST, if applicable. Whereas GeM Portal insist price to be quoted inclusive of GST. (ii) Further, as per MTF storage charges to be quoted per qtl. Per month whereas GeM Portal insists total cost of the capacity.	As per MTF of NOTICE INVITING TENDER at Clause No.17, it is clearly mentioned that Warehouses offered on "Lease Only" & "Lease with Services", the rate should be quoted in the price bid in Rs..... as storage charges <b>per Qtls. Per Month</b> (excluding GST, as applicable) of food grains including preservation, insurance, watch and ward, ancillary facilities such as office room, toilets, water tank, labour rest shed, electric room, pump warehousing operation ). This should be inclusive of property tax, minor/major repair maintenance of roads and buildings and other charges as per the terms of agreement to be entered. The rates are inclusive of all statutory taxes duties, cess etc.) excluding GST as applicable.
3	(i)The ceiling rate in case of "Lease with Services" should not be less than the existing rate. In case of Uchana there is need to re-look into it. (ii)The ceiling rate of Safidon location has been kept exceptionally low, this requires re-look into the matter.	(i) Re-look not required  (ii) The ceiling rate of Safidon location has been worked out as per the directions of FCI Hqrs instructions dated 07.09.2023 as mentioned at point No.5 (a) that in godowns hired under "Lease only" model the latest PEG rates of that particular godown may be kept as ceiling.
4	The ceiling rate in case of "Lease with Service" should be consider with the current PMS charges not by keeping old PMS charges of Rs.1.60.	The ceiling of rate in case of "Lease with Services" would be composite rate fixed by SLC.
5	Bidders requested to extend tender by another week due to uploading issues and clarification requires on above issues.	Tender extended.