

**E-TENDER FOR CHEMICAL
TESTING OF THE
FOODGRAIN STOCKS
STORED ONLY IN THE
GODOWNS OF FCI IN
WHICH PRESERVATION
AND MAINTENANCE OF
THE STOCKS IS DONE BY
HAFED (HARYANA)**

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



SINCE 1966
HAFED

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

CORPORATE OFFICE, SECTOR 5, PANCHKULA HARYANA (INDIA)

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

Web-site: www.hafed.gov.in

**NOTICE INVITING SHORT-TERM E-TENDER FOR CHEMICAL TESTING OF
FOODGRAIN STOCKS STORED ONLY IN GODOWNS OF FCI IN HARYANA IN
WHICH PRESERVATION AND MAINTENANCE OF THE STOCKS IS DONE BY
HAFED**

The Haryana State Cooperative Supply and Marketing Federation Limited (HAFED) invites e-tender for Chemical Testing of foodgrain stocks stored only in the godowns of FCI in Haryana in which preservation and maintenance of the stocks is done by Hafed.

The tender document containing eligibility criteria and other terms & conditions is available at Haryana Single e-procurement portal at <https://etenders.hry.nic.in> and Hafed website www.hafed.gov.in. The period of downloading of tender document & bid submission starts from **22.09.2023 at 05.00 PM** and **ends at 11.00 AM on 03.10.2023** through the e-procurement portal as mentioned above. The technical bids will be opened at **11.30 AM on 03.10.2023** at Hafed Corporate Office, Sector-5, Panchkula.

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

MANAGING DIRECTOR

DETAILED NOTICE INVITING TENDER

Hafed invites e-tenders for chemical testing of foodgrain stocks stored only in the godowns of FCI in Haryana in which preservation and maintenance of the stocks is done by Hafed.

Sr. No	Item	Earnest Money (in Rs.)	Tender Document Fee+ E-service Fee including GST (in Rs.)	Start Date & Time of Bid Preparation & Submission	Expiry Date & Time of Bid Preparation & Submission
1.	For chemical testing of foodgrain stocks stored only in godowns of FCI in Haryana in which preservation and maintenance of the stocks is done by Hafed	Rs. 1,00,000/-	Rs. 5000/- Rs. 1180/- Rs. 6180/-	22.09.2023 at 05.00 PM	03.10.2023 at 11.00 AM

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

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

4. The interested tenderers shall have to pay mandatorily Processing Fee of Rs.1180/- and document fee of Rs. 5000/- (Non refundable) online by using the service of secure electronic gateway. The secure electronic payments gateway is an online interface between tenderers & online payment authorization networks.
5. The Payment for Earnest Money Deposit (EMD) can be made by eligible tenderers online directly through online system.
6. The interested tenderers must remit the funds at least T+1 working day (Transaction + One Day) in advance before the expiry date & time of the respective events. And make payment via RTGS/NEFT to the beneficiary account number specified under the online generated challan.

Key Dates

Sr. No.	Stage	Date and Time
1	Release of Tender	22.09.2023 at 05.00 PM
2	Downloading of Tender Document /Online Bid Preparation, Hash Submission and Submission of online Bid and deposit of EMD	22.09.2023 at 05.00 PM
3	Opening of Technical Bid	03.10.2023 at 11.30 AM

Important Note:

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

INSTRUCTIONS TO TENDERER ON ELECTRONIC TENDERING SYSTEM

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

1. Registration of tenderers on e-Procurement Portal:

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

2. Obtaining a Digital Certificate:

- 2.1 The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the tenderer bidding online.

These Digital certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.

- 2.2 A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website – <https://etenders.hry.nic.in>
- 2.3 The tenderers may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from.
- 2.4 The tenderer must ensure that he/she comply by the online available important guidelines at the portal <https://etenders.hry.nic.in> for Digital Signature Certificate (DSC) including the e-Token carrying DSCs.
- 2.5 Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during the stage of bid preparation. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).
- 2.6 In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.
- 2.7 In case of any change in the authorization, it shall be the responsibility of management/ partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person/ user on behalf of the firm/ company. The procedure for application of a digital certificate however will remain the same for the new user.
- 2.8 The same procedure holds true for the authorized users in a private/ Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

3. Pre-requisites for online bidding:

In order to operate on the electronic tender management system, a user's machine is required to be set up. A help file on system setup/Pre-requisite can be obtained from NIC or downloaded from the home page of the website -

<https://etenders.hry.nic.in>The link for downloading required java applet & DC setup are also available on the Home page of the e-tendering Portal.

4. Online Viewing of Detailed Notice Inviting Tenders:

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

5. Download of Tender Documents:

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

6. Key Dates:

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

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

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

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

7.2 PREPARATION & SUBMISSION OF online APPLICATIONS/BIDS:

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

- (iii) **FINANCIAL or Price Bid PROPOSAL shall be submitted mandatorily online under Commercial Envelope and original not to be submitted manually)**

8. ASSISTANCE TO THE TENDERERS

For queries on Tenders Haryana Portal, Kindly Contact
Note: Tenderers are requested to kindly mention the URL of the Portal and Tender ID in the subject shiel emailing any issue along with the contact detail. For any issue/clarification relating to the Tender (s) published kindly contact the respective tender Inviting Authority.

Tel:-0120-4200462,0120-4001002

Mobile:88262-46593

Email:-support.etender@nic.in

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

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

Timing:

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

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

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

NOTE:-

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

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

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

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

Operative Procedures for Tenderer Payments

A) Debit Card

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

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

B) Net Banking

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

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

C) RTGS/ NEFT

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

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

1. To choose the payment of EMD, the tenderer clicks on RTGS/NEFT payment option.
2. Upon doing so, the e-Procurement portal will redirect the tenderer to a page where it will generate a Challan.

3. This Challan shall include the beneficiary (virtual) account number and other details like beneficiary IFSC code each.

RTGS / NEFT Payment Procedure

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

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

D) Over the Counter (OTC)

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

The procedure for paying through OTC mode is as follows:

- (i) Tenderer selects over the counter remittance option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount to be paid. The tenderer chooses the bank account number for refund of the amount.
- (iii) Tenderer clicks on “Continue” Button.
- (iv) The e-Procurement portal displays the details of payment. The Tenderers click on “Print Challan” and print the OTC Challan.
- (v) Tenderer submits the OTC Challan at the counter of any designated bank of SBI Bank with Cash/Demand Draft/SBI Bank Cheque (Payment in Cash is allowed upto Rs. 49,999/-).
- (vi) SBI bank verifies the URL (format to be discussed and decided) and amount with e-Procurement portal prior to accepting the payment.

- (vii) On successful verification from e-Procurement portal, SBI bank accepts the payment. In case of failure, SBI bank shall return back the OTC challan and payment to the tenderer.
- (viii) SBI bank commits the payment transaction (in case of successful verification from e-Procurement portal) and sends the Bank Transaction number (I-Sure Reference Number) online against the URN and Amount.
- (ix) SBI bank will generate receipt for the payment transaction and issues the same to the tenderer.
- (x) The e-Procurement system update the bank transaction number against the URN and Amount based on the details sent by SBI bank online prior to generation of the receipt.
- (xi) The status of the payment will be displayed as “verification successful” in e-Procurement Portal, when the tenderer clicks on the verification option in the portal.
- (xii) Tenderer would be required to upload the scan copy of receipt as received from SBI Bank as part of proof in next tender portal before submitting the tender.

DETAILED TERMS AND CONDITIONS

1. INTRODUCTION

The Haryana State Cooperative Supply and Marketing Federation Limited (hereinafter referred as 'HAFED') is the largest cooperative federation in the State of Haryana serving the interest of farmers and people of Haryana since 1966. The Federation is engaged in the procurement of food grains, oil seeds and pulses as per the policies of the State Government and the Government of India. Hafed is also the premier warehousing agency for scientific storage of food grains. The Food grains are procured, preserved and maintained in the warehouses by the HAFED throughout the State till its delivery under the Central Pool or its disposal by way of other means. Hafed has a covered storage capacity of 26.89 LMT in the State of Haryana. Hafed is also the nodal agency for the preservation and maintenance of the foodgrain stocks belonging to Food Corporation of India (FCI) stored in the godowns constructed under the PEG Scheme having capacity of approx. 16.73 LMT (53 godowns). Apart from this Hafed also hire out godowns to FCI on guarantee basis as per their requirement in which preservation and maintenance of the stocks is done by Hafed.

DEFINITIONS/ ABBREVIATIONS:-

- I. **'MANAGING DIRECTOR (MD)'** means Managing Director, HAFED.
- II. **'DISTRICT MANAGER (DM)'** means concerned District Manager, HAFED, in jurisdiction of which the storage capacity is located.
- III. **'FCI'** means Food Corporation of India.
- IV. **'FIELD INSPECTOR'** means the concerned Officials of HAFED posted at the particular storage point.
- V. **'CAP'** means Cover and Plinth.
- VI. **'GHB'** means Guaranteed Hiring Basis i.e. the capacity hired by HAFED and further handed over to FCI on guarantee basis.
- VII. **'STOCKS'** means food grains, primarily Wheat and Rice stored in the open plinth/CAP/godowns.
- VIII. **'LAB'** means Laboratories accredited by "National Accreditation Board for testing and calibration laboratories" and notified by FSSAI.
- IX. **'FSSAI'** means Food Safety and Standard Authority of India.

2. ADDRESS FOR CORRESPONDENCE

- 2.1 The address for correspondence will be 'The Managing Director, HAFED, Corporate Office, Sector-05, Panchkula (Haryana).
- 2.2 For all purposes of this contract, the address of the bidder/ lab mentioned in the bid shall be the address to which all communications will be sent, unless the bidder/lab has notified a change by a separate letter through registered post/ speed post with due acknowledgement. Further, the bidder/lab shall be solely responsible for the consequence of any omission to notify a change of address in the manner aforesaid.

3. OBJECT OF THE CONTRACT

Online bids under two bid system i.e., technical bid and financial bid are invited from eligible bidders i.e NABL Accredited Laboratories with validity & in complete scope under testing covering all the parameters which are mentioned in the tender documents through <https://etenders.hry.nic.in>. Labs must be notified by FSSAI and having FSSAI notified Food Analyst to test the samples of wheat, rice & other coarse grains for chemical parameters viz. Uric acid, Mycotoxins/ Aflatoxins, and pesticide residues viz. Deltamethrin, Aluminum Phosphide as per FSSAI specifications after collecting samples of appropriate quantity from 17 Districts Offices of HAFED in the State of Haryana.

4. PERIOD OF CONTRACT

The contract shall remain in force for a period of two year (02 years) which can be extended for another one-year at a time with the mutual consent of competent authority of HAFED and concerned firm.

5. SCOPE OF WORK:

The chemical testing of the foodgrain stocks stored is to be done only in the godowns of FCI in which preservation and maintenance of the stocks is done by Hafed. The number of godowns may increase or decrease during the currency of the contract. The Laboratory will perform chemical testing on the food grain samples primarily of Rice and Wheat as per Standard method of chemical tests for:

- Uric Acid
- Mycotoxins/Aflatoxins
- Aluminum phosphide residue and
- Deltamethrin (pesticide residues)

- Malathion

- 5.1 The Laboratory, at its own, will collect the samples of food grain from the godowns situated in the State of Haryana as and when the districts office calls for collection of samples. The Laboratory will send the individual sample reports to the concerned District Manager by email within 7 (seven) working days from receipt of the samples and the original reports shall also be sent through Courier/Registered Post/ Speed Post etc. to the concerned District Manager of Hafed.
- 5.2 In the event of delay in receipt of test results after 07 days an amount equivalent to 0.5 % of the testing charges per sample will be deducted as liquidated damages.
- 5.3 Bidder/Lab need to intimate the concerned District Office of Hafed immediately if the testing results of any sample is not at par with parameters of FSSAI/ FCI specifications. The final report of the laboratory must mention opinion as follows:

"The sample (Rice/ Wheat/ coarse grain) conform to the standards of laid down under 2.4.6 (5) of the food Safety and Standards (Food products standards & food additives) Regulations 2011 with respect to above test parameter."

6. VALIDITY OF BIDS

The bids shall remain open and valid for acceptance up to 60 days from the date of opening of technical bid. However, HAFED reserves the right to extend this period by another 30 days at its discretion and such extension shall be binding on the bidders. The EMD of the bidder(s) not keeping the offer open for the prescribed period shall be forfeited, without prejudice to any other rights and remedies of HAFED against the bidder and the bidder will further be debarred from participating in any other Bid Enquiry with HAFED for a period of three years.

7. ELIGIBILITY CRITERIA FOR TENDERER

- 7.1 The laboratory should possess a license issued by National Accreditation Board for testing and calibration, which is required to remain valid for the period of this contract.
- 7.2 The bidder lab should have valid PAN Card.
- 7.3 The bidder lab should have valid GSTIN.
- 7.4 The bidder lab should have presence in Haryana and enough resources to collect samples from all districts across the State.

- 7.5 The bidder lab should not be blacklisted by any Central/ State Government in India as well as there should not be any criminal proceedings against the bidder lab or any of its director/ proprietor in any court of law during the last 3 years preceding the date of submission of this bid. An affidavit as per **Annexure-D** is required to be enclosed in this regard.
- 7.6 The bidder lab must have turnover of at least Rs. 2 crores in each year for previous 3 years i.e., 2019-20, 2020-21 and 2021-22.
- 7.7 Bidder Lab should have FSSAI approved Food Analyst to sign the test reports.
- 7.8 Bank solvency certificate amounting to Rs 50 lakh ("Solvency" must be mentioned in Certificate) must be of any date after issuance of tender up to closing date of tender.
- 7.9 Certificate showing Laboratory notified by FSSAI along with validity of period.
- 7.10 Certificate showing NABL Accreditation along with validity of period.

8. DISQUALIFICATION CONDITIONS

- 8.1 If the proprietor/ any director/ any partner of the bidder lab, who have been blacklisted or otherwise debarred by HAFED, FCI or any department of Central or State Government or any other Public Sector Undertaking, such bidder lab will be ineligible during the period of such blacklisting.
- 8.2 Failure by any Bidder(s) to provide all of the information required in the Bid Proposal or any additional information as requested by HAFED including any supporting document.
- 8.3 Non-Receipt of Bid Proposal on or before the last date and time specified in this document.
- 8.4 Misrepresentations in the Bid Proposal or any supporting documentation.
- 8.5 Non-payment of Tender Fee and/or EMD.
- 8.6 Incomplete or conditional bids that do not fulfill all or any of the conditions specified in this tender document.
- 8.7 Use of unfair means.
- 8.8 Bids signed by unauthorized person and unsigned corrections in the bids.
- 8.9 The following terms and conditions to be strictly followed and ensured by the service provider lab: -
- (i) As per provision of Food Safety Regulation 2011, the related laboratory should have notified by FSSAI & have valid NABL accreditation

certificate.

- (ii) The laboratory should have all the other required facilities for performing the functions of Referral Food Laboratory as defined in the Act and Ensuring that the laboratory follows the scientific protocols laid down for handling/testing the articles of food. Maintaining high standards of accuracy, reliability and credibility in the operation of the laboratory and achieving and maintaining the required levels of accreditation and reliability.
- (iii) It also ensures that sealed samples should be collected from 17 District Offices and shall be tested as per procedure adopted/ amended by FSSAI.
- (iv) The report should be sent to the concerned District Office (from where samples were received) through e-mail followed by its hard copy through Courier/Registered Post/ Speed Post etc.
- (v) The laboratory shall issue the test reports immediately after completion of the tests but not later than a maximum period of 7 days from the date of receipt of samples.
- (vi) The Testing Report should have sample number, stack number, Date of receipt, Date of analysis and analysis results of all parameters as mentioned in technical documents with reference to the norms set under FSSAI.

9. EARNEST MONEY DEPOSIT (EMD)

- 9.1 The bidder has to deposit an amount of Rs. 1,00,000/- (One Lakh only) in the bid towards Earnest Money through online payment gateway of the e-tendering website by RTGS/ NEFT/ ELECTRONIC MODE.
- 9.2 Earnest money will be refunded to all the unsuccessful tenderers as soon as possible after a final decision on tender is taken.
- 9.3 Earnest money deposit of the successful bidder(s) will not be adjusted in the total amount of security deposit to be paid at the time of signing of contract, if the contract is awarded.
- 9.4 The EMD of the successful bidder shall be released after the expiry of the contract period.
- 9.5 The earnest money shall be liable to forfeiture if the bidder after submitting his bid, resiles from his offer and/or modifies the terms and conditions thereof in any manner.
- 9.6 The earnest money is also liable to be forfeited in the event of the bidder's failure after the acceptance of tender to furnish the requisite security deposit/ bank guarantee by the due date without prejudice to any other right or remedies of the HAFED under the contract and law.

9.7 In event of the bidder submitting the conditional tenders, the EMD of such bidders will be forfeited.

9.8 No interest shall be payable on the amount of earnest money paid in any case.

10. ONLINE SUBMISSION OF TENDER

10.1 Before the last date & time as notified, the bids shall be submitted online in two parts, viz., technical bid and financial bid through the e-tendering portal of Govt. of Haryana i.e. <https://etenders.hry.nic.in>. For participating in the bidding process, the bidders shall have to get themselves registered with <https://etenders.hry.nic.in>. For clarification / difficulty regarding e-tendering process flow, please contact helpdesk numbers of NIC portal for e- tendering. Bids along with Annexures/ supporting documents etc. must be serially numbered and signed (wherever applicable these should be digitally signed) by the bidder. The bids complete in all respects along with legible copies of duly filled attachments including Appendices, Annexure, and supporting documents etc. are to be scanned and uploaded at the space provided in the portal by the authorized signatory as stipulated in the tender document. It is clarified that in any case, the physical/ hard copy of the bid documents will not be accepted.

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

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

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

10.5 The technical bid shall not include any information sought in the financial/ price bid. All other bid documents, except price bid, shall be enclosed with the technical bid.

10.6 The bidder shall bear all costs associated with the preparation and submission of its bid, and HAFED will in no case, be responsible or liable for

these costs, regardless of the conduct or Outcome of the bidding process.

- 10.7 The bidder will quote rates (exclusive of GST) in both figures and words, in Indian National Rupees (INR) digitally signed by the bidder in the Financial Bid. These rates, however, shall be inclusive of other applicable local/ statutory taxes, duties, cess etc. applicable.
- 10.8 While submitting the bid, wherever the 'Power of Attorney' is to be submitted by the bidder, such Power of Attorney shall be duly notarized by a Notary Public.
- 10.9 Only authorized person should sign the tender. His/ her name, designation, and address should be given in capital letters.

11. CLARIFICATIONS & AMENDMENTS TO BID DOCUMENT

- 11.1 HAFED may, at any time prior to the due date of the bid and for any reason, whether at its own initiative or in response to any clarification sought by any bidder, modify the bid/ tender document.
- 11.2 Any corrigendum/ addendum thus issued will be posted on the website of the HAFED i.e. www.hafed.gov.in. as well as e-tendering portal i.e. <https://etenders.hry.nic.in> and such modification will be binding on all. In order to afford the prospective bidders to take into account the modification or for any other reasons, HAFED may, at its discretion extend the due date for the proposal. Such corrigendum/ addendum may not be published in any newspaper.
- 11.3 HAFED may, at its discretion, seek from any or all bidders, clarification(s) in respect of any particulars furnished in their offer. The request for such clarifications and the response will be in writing to be submitted within the stipulated time.
- 11.4 HAFED at its sole discretion may ignore minor omission in the submission of technical bid such as omitting to give number on a page etc. in the interest of increasing the competition.
- 11.5 If required, the successful bidder will provide original/attested copies of the attachments submitted with the bid on the notified date to enable the HAFED to physically verify the authenticity of the documents. Bidders who fail to furnish the original documents for verification on the date & time fixed for verification will be summarily rejected.
- 11.6 For any technical related queries, the bidders can call at 24 x 7 Helpdesk number: The Bidders may contact State Procurement Portal Help Desk with regard to technical issues relating to functioning of e-Procurement platform or

any doubts regarding on line submission of Bid Document at the under mentioned Contact:

11.7 Help Desk Nos: - 0120-4001002, 0120-4200462, 0120-4001005, 120-6277787. The procedure for online-tendering has been detailed at NIC portal.

11.8 For any queries relating to tender document, the bidders can contact HAFED through email ID: eproc.nichry@yahoo.com, support.etender@nic.in or through telephone 0172-2700275.

12. OPENING OF FINANCIAL BID

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

13. ACCEPTANCE

13.1 In case more than one bidder is found as L-1, final decision will be taken by Managing Director, HAFED on the basis of duration of Certification issued by NABL.

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

13.2 HAFED is not bound to accept the lowest or any bid and reserves the right to reject any or all bids with/ without any reason.

13.3 Accept/prefer any bid or bidder, without assigning any reason and also reduce or extend the period of contract without assigning any reason.

14 SECURITY DEPOSIT

14.1 The successful Bidder shall furnish Security amount of Rs. 2,50,000/- in the shape of Bank Guarantee, within seven working days from the date of issue of acceptance letter by HAFED.

14.2 The amount deposited as the Earnest Money Deposit shall not be adjusted against the Security Deposit during the currency of tender.

14.3 HAFED will not pay any interest on the Earnest Money Deposit and Security Deposit for the time, whatsoever, it is held by the HAFED.

- 14.4 The security deposit furnished by a tenderer would be subject to the condition that HAFED is not held responsible for any loss that may result from the failure of the Bank or from any other cause.
- 14.5 The successful tenderer will ensure that the necessary documents authorizing the person who has signed the tender to bind his firm or the company has been filed or registered with the Public Department Office.
- 14.6 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 earnest money deposit/ security deposit will be required to be furnished.
- 14.7 The Security Deposit is refundable, subject to the aforementioned conditions, after the expiry of the contract period as per term indicated in the Schedule to the tender.

15 PAYMENT

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

- 15.1 Invoices of testing samples should be submitted at concerned District Office of Hafed within 7 days from date of submission of reports.
- 15.2 Payment for the samples analyzed and test results delivered will be made to the laboratory within 30 days of the receipt of invoices by the concerned District Office.
- 15.3 The payment shall be released from concerned District Office, HAFED through ECS/NEFT/RTGS only and shall be responsibility of the Lab to provide its bank details.

16 SUBLETTING

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

16 VOLUME OF WORK

There is no guarantee of fixed number of samples from any district during the currency of the contract.

17 ARBITRATION

“If any dispute or difference of any kind whatsoever shall arise between the parties in connection with or arising out of this agreement (and whether before or after the termination on breach of this agreement) parties shall promptly and in good faith

negotiate with a view to arrive at amicable resolution and settlement. In the event no amicable resolution and settlement is reached within a period of 15 days from the date on which the dispute or differences arose, such dispute or differences shall be referred to a mutually acceptable sole Arbitrator, or upon the failure of the parties to agree upon a sole Arbitrator, either party may get the appointment of Sole Arbitrator from the competent court of governing jurisdiction. The Arbitration proceedings shall be conducted as per the provision of the Arbitration and Conciliation Act and rules made thereunder. The fees and expenses shall be borne equally by both the parties

The existence of any dispute or differences or the initiation or continuation of the Arbitration proceeding shall not postpone or delay the performance by the parties of their respective obligation pursuant to this agreement. The outcome of the Arbitration shall be binding upon all the parties involved.”

18 LAWS GOVERNING THE CONTRACT

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

19 SUMMARY TERMINATION

- 19.2 HAFED has all the rights to terminate the contract at any time during its currency, without assigning any reason thereof, by giving thirty days notice in writing to the lab at their last known place of residence/business and the bidder/lab shall not be entitled to any compensation by reason of such termination.
- 19.3 In the event of breach by the lab of any of the terms and conditions of the contract, or failing to observe any of the provisions, obligations governing the contract, the HAFED shall also have, without prejudice to other rights and remedies, the right to terminate the contract forth with at the risk and cost of the lab and to forfeit the security deposit or any part thereof for recovery of all losses, damages, costs and expenses which may be incurred by HAFED consequent to such termination and/ or in completing the assignment.
- 19.4 In the event of failure of the bidder lab to undertake the work after execution of agreement or if bidder lab resiles from the contract during its currency, HAFED shall have the right to get the work done from any outside agency at the risk and cost of the lab and the lab shall be liable to make good the loss, if any, suffered by HAFED on this account. HAFED shall also have the right

to deduct/recover the amount of such loss and to claim the balance amount from the bidder/lab without prejudice to any other remedy under the contract/Law.

20 FORCE MAJEURE

If a lab claims relief on account of a Force Majeure, then the claiming to be affected by the such event shall, as soon as reasonably practicable and in any event within three days of becoming aware of the force majeure, give notice of and describe in reasonable detail the effect of such Force Majeure to the HAFED in writing, including the dates of commencement and estimated cessation of such Force Majeure and its effects on the lab obligations under the Agreement. The lab is entitled to the payments for the portion of the work already completed before the happening of any event constituting Force Majeure culminating in termination of contract. Decision of the HAFED in this regard will be final.

21 NOTICES

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

(Signature of bidder/lab with rubber seal of the firm)

Part B- Financial Bid

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

The bidder should quote rate exclusive of GST in INR in figures as well as in words. There should be no cutting/ overwriting in the price bid.

BID

I/ we hereby quote following rates (exclusive of GST) for collection and testing of samples of food grains i.e. Wheat, Rice and Coarse Grains etc. stored in Plinths/ godowns of HAFED and the godowns where the preservation and maintenance of the stock is done by Hafed on behalf of FCI as per FSSAI guidelines / protocol and provided under this tender:

Particular	Tests to be undertaken in a sample	Consolidated rate for Testing of all specified tests of food grain sample (excluding GST) (Rs. Per sample)	
One sample of Rice/wheat/ Coarse grain etc.	<ul style="list-style-type: none">• Uric Acid• Mycotoxin/Aflatoxin,• Deltamethrin Residue,• Aluminum Phosphide Residue• Malathion	Rate in Figures: (Rate to be quoted online only)	Rate in Words: (Rate to be quoted online only)

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

Date:

Signature of Tenderer/Authorized Signatory

Full Name of Signatory/ Tenderer

Annexure 'A'

FROM:

(FULL NAME AND ADDRESS OF THE LABORATORY)

To

The Managing Director
Haryana State Cooperative Supply and Marketing Federation Limited,
Corporate office, Sector- 05,
Panchkula.

SUB: Testing of food grains (Rice / Wheat & other coarse grain) samples at our Laboratory (NABL accredited Laboratories & notified by FSSAI).

Sir,

I/ We, hereby offer to test the samples of wheat, rice & other coarse grains etc. for chemical parameters viz. Uric acid, Mycotoxins/ Aflatoxins, and pesticide residues viz. Deltamethrin, Aluminum Phosphide as per FSSAI specifications at the prices quoted by us in our financial bid being submitted online with this tender and agree to hold this offer as per terms and conditions of the e-tender floated by HAFED.

I/we have FSSAI approved /qualified Food Analyst.

We have thoroughly examined and understood all the Terms and Conditions of e-tender and the same are acceptable to us.

Yours faithfully

Signature of Tenderer
(NAME OF THE PERSON SIGNING ALONGWITH WITH CAPACITY)

ANNEXURE-B

DECLARATION

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

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

Signatures of authorized representative-

1. _____
2. _____
3. _____

Submitted by,

(along with name and rubber seal of the bidder firm)

PARTICULARS OF BUSINESS

1. Name of bidder lab.:
2. Address of the bidder lab.:
3. Number of branches in Haryana & NCR Area:
4. Email id and contact number:

AFFIDAVIT

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

I/We son/daughter/wife of Sh.
Director(s)/Partner(s)/Proprietor of (NABL
Accredited laboratory) do hereby solemnly affirm, declare and undertake as under:-

1. That I shall abide by all the provisions of all Acts/Laws/Rules as are applicable in testing of foodgrain samples.
2. That no criminal proceedings are pending against _____ (name of NABL Laboratory) or any of its Partner/ Director in any court of the law.
3. That (name of NABL Laboratory) or any of its partner(s) or share holder(s) or Directors, any other person directly or indirectly connected with or having any subsisting interest in business of my/our Laboratory is not black-listed by any Central/ State government/ Union Territory/ Department/ Office/ Statutory Body/ Autonomous Organization and not prosecuted by any court of law during the past three years.

DEPONENT

Place:

Dated:

VERIFICATION

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

Place:

DEPONENT

Dated:

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

Sr. No.	List of Documents	Documents required to be uploaded
1	Copy of Registered Deed of Partnership/Memorandum and Articles of Association/ By-laws/ Certificate of Registration etc. as applicable.	Self-Attested copy of valid Registered Deed with latest status (Duly signed by all partner)
2	The bidder should have Turnover of at least Rs. 2 crores in each year of last three years 2019-20,2020-21, 2021-22	A certificate issued by the Chartered Accountant must be enclosed having UDIN.
3	EMD Rs 1,00,000/- (One Lakh only) in favour of Haryana State Cooperative Supply and Marketing Federation Ltd., Panchkula	UTR No.
4	PAN card	Self –attested copy
5	GSTIN	Self –attested copy
6	Certificate showing Laboratory notified by FSSAI along with validity of period.	Certificate from FSSAI
7	Certificate showing NABL Accreditation along with validity of period	Accreditation Certificate from NABL
8	The bidder should have presence in Haryana & NCR area for collection of samples from District Offices at their own level.	Self-Certification by authorized signatory
9	Declaration stating that none of partner /Director/owners has been blacklisted by any Central/State Govt. in India or Public Sector Undertaking during the last 3 years, preceding the date of submission of this bid	Self-attested copy of affidavit from the authorized signatory as per Annexure-D duly notarized or attested by the first-class magistrate
10	Bank solvency certificate amounting to Rs 50 lakh (“Solvency” must be mentioned in Certificate) must be of any date after issuance of tender up to closing date of tender.	Bank solvency certificate
11	Bidder Lab shall have FSSAI approved Food Analyst to sign the test reports.	Approved certificate from FSSAI as a Food Analyst

Dated:

Name & Seal of Tenderer's Firm/company

Place:

Check list

<u>Sr. No.</u>	<u>List of Documents</u>	<u>Uploaded Yes / No.</u>	<u>Page No.</u>
1	Self-Attested copy of Registered Deed of Partnership/Memorandum and Articles of Association/ By-laws/ Certificate of Registration etc. as applicable.		
2	The bidder should have Turnover of at least Rs.2 crore in each year of last three years 2019-20, 2020-21,2021-22		
3	Balance Sheet of preceding three years i.e 2019-20, 2020-21, 2021-22		
4	EMD Rs 1,00,000/- (One Lakh only) in favour of Haryana State Warehousing Corporation, Panchkula		
5	PAN card		
6	GSTIN		
7	Certificate showing Laboratory notified by FSSAI along with validity of period.		
8	Certificate showing NABL Accreditation along with validity of period		
9	The bidder should have presence in Haryana & NCR area for collection of samples from District Offices at their own level.		
10	Declaration stating that none of partner / Director/ owners has been blacklisted by any Central/State Govt. in India or Public Sector Undertaking during the last 5 years, preceding the date of submission of this bid		
11	Bank solvency certificate amounting to Rs 50 lakh ("Solvency" must be mentioned in Certificate) must be of any date after issuance of tender up to closing date of tender.		
12	Bidder Lab shall have FSSAI approved Food Analyst to sign the test reports.		

FORMAT OF BANK GUARANTEE

To,
The Managing Director,
HAFED, Corporate Office,
Sector-05, Panchkula

This deed of guarantee is made on this _____ day of _____, 2023, by, _____ (name of bank) having its registered office at _____ and one of its local offices at _____ (Herein after referred to as 'bank') in favor of Haryana State Cooperative Supply And Marketing Federation Limited (HAFED), having its head office at Corporate Office, Sector-05, Panchkula (hereinafter referred to as 'HAFED'). Whereas, M/s _____ (name of bidder), a _____ firm/ _____ company having its registered office at _____ (hereinafter referred to as 'bidder') is bound, to furnish a security deposit @ Rs. 2.50 Lakh (by way of bank guarantee) for award of work regarding chemical testing of foodgrains samples stored at different storage points in the State of Haryana. AND WHEREAS the bank has agreed to stand as guarantor on behalf of the bidder and execute this guarantee for the satisfactory fulfillment of the obligation under the agreement executed between HAFED and bidder.

NOW THEREFORE, THE DEED OF GUARANTEE WITNESSETH AS FOLLOWS:

1. That the bank hereby, unconditionally and irrevocably, undertakes to guarantee payment on demand without demur to HAFED and without notice to the bidder, the said amount of Rs. _____ (Rs. _____ in words) immediately on receipt of the demand from HAFED enforcing this deed of guarantee.
2. This guarantee shall not be affected/ discharged by any infirmity or irregularity on the part of the bidder and by the dissolution or any change in the constitution of HAFED or bidder or bank.
3. The bank shall pay to the HAFED, any money so demanded without any

demurrage notwithstanding any dispute or disputes raised by the bidder against HAFED or bank or any other person(s) in any suit or proceedings pending before any Court or tribunal relating thereto as the bank's liability under this guarantee being absolute or unequivocal.

4. The payment so made by the bank under this guarantee shall be a valid discharge of its liability for payment there under and the bidder shall have no claim against bank for making such payment.
5. The bank further agrees and undertakes that the guarantee herein contained shall remain in full-force and effect throughout the period of work contract/ agreement executed as aforesaid and further this guarantee shall continue to remain-in-force, if the HAFED extends the duration of the contract and it shall also continue to be enforceable till all the dues of the HAFED under or by virtue of the said agreement have been fully paid and its claim satisfied or discharged or till HAFED certifies that the terms and conditions of the said agreement have been fully and properly complied and carried out by the said bidder, whichever is later.
6. The bank shall not and cannot revoke this guarantee during its currency except with previous consent of the HAFED in writing.
7. The guarantee shall remain in-force during the period mentioned above and become ineffective only on written intimation to the bank by HAFED for this purpose and in that case, this guarantee shall stand discharged.
8. Any forbearance act or omission on the part of HAFED in any of the conditions of the said agreement or showing of any indulgence by the bidder shall not discharge the bank in any way and the obligation of the bank shall be discharged only on the written intimation thereof being given to the bank by HAFED.
9. Notwithstanding anything contained herein above unless a demand or claim under this guarantee is made on the bank in writing on or before 2.5 years (date of expiry of guarantee), the bank shall be discharged from all liabilities under this guarantee thereafter.

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

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

Witness (witness should enter his name and complete address along with signatures)

1. _____

2. _____
