



THE HARYANA STATE COOPERATIVE SUPPLY AND
MARKETING FEDERATION LIMITED (HAFED)

District Office

HAFED Complex, Opp.Main Market, Sec-5, Urban Estate,
Kurukshetra (Haryana).

TEL: (01744) 230836, E.Mail: dmhfdkrk@hry.nic.in

Notice of E-Tender for Handling of Food grains at 7/10 year Guarantee Godowns of Kurukshetra District

“HAFED”, invites e-Tenders from reputed ,financially sound and experienced labour contractors for handling of various labour and cartage operations like unloading, stacking, de-stacking and loading in trucks, weighment, cartage and filling food grains i.e Wheat, Rice and Paddy etc. in the following 7/10 Year Guarantee Scheme Godowns having capacity and period mentioned against each .

Sr. No.	Name of Godown/Location	Capacity of Godowns (In MTs)	Amt. of Earnest Money (In Rs.)	Period of Contract
1.	Sh. Arjun Garg, Dhand Road, VPO Kamoda, Kurukshetra	15000 MT	Rs. 1,50,000	01-04-17 to 31-03-2018
2.	Sh. Nand Lal Garg, Dhand Road, VPO Kamoda, Kurukshetra	12500 MT	Rs. 1,25,000	-do-
3.	M/s Sri Balaji Storage, VPO Lukhi Kurukshetra	18700 MT	Rs. 1,87,000	-do-
4.	Smt Rajbala, VPO Amin ,Kurukshetra	6300 MT	Rs 63,000	-do-
5.	M/s Girdhari Lal & Others, VPO Jogi Mazra ,Shahabad	26670 MT	Rs. 2,66,700	-do-
6.	Sh. Vipin Kumar Sharma ,VPO Deeg, Shahabad	11670 MT	Rs. 1,16,700	-do-
7.	Hafed 7 Year Guarantee Godown, Pipli	14500 MT	Rs. 1,45,000	01-07-17 to 30-06-2018

The tender document containing details terms & conditions are available on portal <https://haryanaeprocurement.gov.in> or at Hafed Website www.hafed.gov.in. The parties / bidders can submit their tender documents through e-Tender portal as per dates given below:

SN	Particulars	Remarks
1	Super scribed No. of Tender	Hafed/KKR/PEG/Tender
2	On line submission of EMD, Tender Fee & e-service Fee	Upto 5:00 PM on 22-03-2017
3	On line Bid submission	Upto 10:00 AM on 24-03-2017
4	Date and Time of opening of Technical Bids	At 10.30 AM on 24-03-2017
5	Date and Time of opening of Financial Bids of only valid Tenderer	At 3.00 PM on 24-03-2017
6	Tender document fee (Rs.1000/-) and e-Service fee (Rs.1000/-)	Total Rs. 2000/-
7	Earnest Money required	As indicated above against each Godown

All bidders are required to get register on e-tendering portal (<https://haryanaeprocurement.gov.in>) for applying of online e-tender. Technical & Financial bid will be opened at **Conference Hall, 1st Floor, Mini Secretariat, Kurukshetra** and negotiations will be held on the same day. Hafed reserves the right to reject any/all the tenders without assigning any reason whatsoever.

**District Manager,
Hafed, Kurukshetra**

Part- A

DETAIL TERMS AND CONDITIONS FOR ONLINE BIDDING

This is a two-bid tender to be submitted through e-tender, which can be downloaded from the website www.hafed.nic.in and online from <https://haryanaeprocurement.gov.in>. The technical as well as financial bid is to be submitted online on the web portal <https://haryanaeprocurement.gov.in>. Under this process, the Technical Bid Application as well as online Price Bid shall be invited at single stage under two cover i.e. Technical Bid & Commercial/Financial Envelope. Eligibility of the Bidders will be first examined based on the details submitted online under first cover (Technical) with the request to eligibility and qualification criteria prescribed in the Tender document. The Price Bid under the second cover shall be opened for only those bidders whose Technical Applications are responsive to eligibility and qualifications requirements as per Tender document.

However, the renderer/bidder have the option to submit the supporting documents as required to be supported along with the technical bid which could not uploaded online due to any reason in the off line mode in physical form to the District Office, Hafed, Sector-5, Kurukshetra on or before 24-03-2017 upto 10:00 A.M.

The Payment for document fee (Rs.1000/-) and e-Service fee (Rs.1000/-) shall be made by the parties online directly through Debit Cards & Internet Banking Accounts and the payment for Earnest Money 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.

1. Intended parties will be mandatorily required to online sign-up (create user account) on the website <https://haryanaeprocurement.gov.in> to be eligible to participate in the e-Tender. **He/ She will be required to make online payment of EMD fee 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.**
2. The interested parties/bidders must remit the funds at least T+1 working day (Transaction + One Day) in advance i.e. **on or before 22-03-2017 Upto 5:00 PM and make payment via RTGS/NEFT or OTC to the beneficiary account number specified under the online generated challan. The intended party 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://haryanaeprocurement.gov.in>.** The interested parties/bidders shall have to pay mandatorily e-Service fee (under document fee - Non refundable) of Rs.1000/- (Rupee One Thousand Only) online by using the service of secure electronic gateway. The secure electronic payments gateway is an online interface between bidders & online payment authorization networks.

The Payment for document fee (Rs.1000/-) and e-Service fee (Rs.1000/-) can be made by eligible parties online directly through Debit Cards & Internet Banking.

The interested parties/bidders must remit the funds at least T+1 working day (Transaction + One Day) in advance before the expiry date & time of the respective events. And make payment via RTGS/NEFT to the beneficiary account number specified under the online generated challan.

Important Note:

- 1) The parties/bidders have to complete 'Application/Bid Preparation & Submission' stage on scheduled time as mentioned above. If any party/bidder failed to complete his/her aforesaid stage in the stipulated online time schedule for this stage, his/her Application/bid status will be considered as 'Applications/bids not submitted'.

- 2) Party/Bidder must confirm & check his/her Application/bid status after completion of his/her all activities for e-bidding.
- 3) Party/Bidder can rework on his/her bids even after completion of 'Application/Bid Preparation & submission stage' (Application/Bidder Stage), subject to the condition that the rework must take place during the stipulated time frame of the Applicant/Bidder Stage.

INSTRUCTIONS TO PARTY/BIDDER ON ELECTRONIC TENDERING SYSTEM

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

1. Registration of bidders on e-Procurement Portal:-

All the parties/bidders intending to participate in the tenders process online are required to get registered on the centralized e - Procurement Portal i.e. <https://haryanaeprocurement.gov.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 party/bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.
- 2.2** A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website -<https://haryanaeprocurement.gov.in>.
- 2.3** The parties/bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from.
- 2.4** The party/bidder must ensure that he/she comply by the online available important guidelines at the portal <https://haryanaeprocurement.gov.in> for Digital Signature Certificate (DSC) including the e-Token carrying DSCs.

M/s Nextenders (India) Pvt. Ltd. O/o. DS&D

Haryana, SCO-09, IInd Floor,

Sector-16, Panchkula-

134108

E-mail: Chandigarh@nextenders.com

**Help Desk: 0172-2582008-09, 2618292 &
1800-180-2097 (Toll Free Number)**

- 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. Opening of an Electronic Payment Account:

For purchasing the tender documents online, parties/bidders are required to pay the tender documents fees online using the electronic payments gateway service shall be integrated with the system very soon till then it will be submitted manually. For online payments guidelines, please refer to the Home page of the e-tendering Portal <https://haryanaeprocurement.gov.in>.

4. Pre-requisites for online bidding:

In order to operate on the electronic tender management system, a user's machine is required to be set up. A help file on system setup/Prerequisite can be obtained from Nextenders (India) Pvt. Ltd. or downloaded from the home page of the website - <http://haryanaeprocurement.gov.in>. The link for downloading required java applet & DC setup are also available on the Home page of the e-tendering Portal.

5. Online Viewing of Detailed Notice Inviting Tenders:

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

6. Download of Tender Documents:

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

7. Key Dates

The Parties/Bidders can submit their tender documents (Online) as per the dates mentioned in the key dates:-

SN	Particulars	Remarks
1	Super scribed No. of Tender	Hafed/KKR/PEG/Tender
2	On line submission of EMD, Tender Fee & e-service Fee	Upto 5:00 PM on 22-03-2017
3	On line Bid submission	Upto 10:00 AM on 24-03-2017
4	Date and Time of opening of Technical Bids	At 10.30 AM on 24-03-2017
5	Date and Time of opening of Financial Bids of only valid Tenderer	At 3.00 PM on 24-03-2017

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all parties/bidders. All online activities

are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

8. Online Payment of Tender Document Fee, e-Service fee & EMD fees & Bid Preparation & Submission (Technical & Commercial/Price Bid):

8.1 Online Payment of Tender Document Fee + e-Service fee:

The online payment for Tender document fee, e-Service Fee & EMD can be done using the secure electronic payment gateway. The Payment for Tender Document Fee and eService Fee shall be made by parties/bidders/Vendors online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD shall be made online directly through RTGS / NEFT & OTC.

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

8.2 PREPARATION & SUBMISSION OF online APPLICATIONS/BIDS:

(i) Detailed Tender documents may be downloaded from e-procurement website (<https://haryanaeprocurement.gov.in>) and tender mandatorily be submitted online following the instruction appearing on the screen.

(ii) Scan copy of Document to be submitted/uploading for Technical bid under online Technical Envelope. The require 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.

A. Only Electronic Form (Refer Tender document).

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

NOTE:-

(A) Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://haryanaeprocurement.gov.in>.

(B) For help manual please refer to the Home Page' of the e-Procurement website at <https://haryanaeprocurement.gov.in>, and click on the available link 'How to...?' to download the file.

In the first instance, the online payment details of tender document fee + e-Service and EMD & Technical Envelope shall be opened. Henceforth, financial bid quoted against each of the item by the shortlisted bidder/party/Agency wherever required shall be opened online in the presence of such parties/bidders/Agency who either themselves or through their representatives choose to be present.

The bidder can submit online their bids as per the dates mentioned in the schedule/Key Dates above.

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

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

A. Debit Card

- B. Net Banking
- C. RTGS/NEFT

Operative Procedures for Bidder Payments

A) Debit Card

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

- (i) Bidder selects Debit Card option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount and the card charges to be paid by bidder. The portal also displays the total amount to be paid by the bidder.
- (iii) Bidder clicks on "Continue" button
- (iv) The e-Procurement portal takes the bidder to Debit Card payment gateway screen.
- (v) Bidder enters card credentials and confirms payment
- (vi) The gateway verifies the credentials and confirms with "successful" or "failure" message, which is confirmed back to e-Procurement portal.
- (vii) The page is automatically routed back to e-Procurement portal.
- (viii) The status of the payment is displayed as "successful" in e-Procurement portal. The e-Procurement portal also generates a receipt for all successful transactions. The bidder can take a print out of the same,
- (ix) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

B) Net Banking

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

- (i) Bidder selects Net Banking option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount to be paid by bidder.
- (iii) Bidder clicks on "Continue" button
- (iv) The e-Procurement portal takes the bidder to Net Banking payment gateway screen displaying list of Banks
- (v) Bidder chooses his / her Bank
- (vi) The Net Banking gateway redirects Bidder to the Net Banking page of the selected Bank
- (vii) Bidder enters his account credentials and confirms payment
- (viii) The Bank verifies the credentials and confirms with "successful" or "failure" message to the Net Banking gateway which is confirmed back to e-Procurement portal.
- (ix) The page is automatically routed back to e-Procurement portal
- (x) The status of the payment is displayed as "successful" in e-Procurement portal.
The e-Procurement portal also generates a receipt for all successful transactions. The bidder can take a print out of the same.
- (xi) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

C) RTGS/ NEFT/OTC

The bidder shall have the option to make the EMD payment via RTGS/ NEFT/OTC. Using this module, bidder would be able to pay from their existing Bank account through RTGS/NEFT. This would offer a wide reach for more than 90,000 bank branches and would enable the bidder to make the payment from almost any bank branch across India.

- I. Bidder shall log into the client e-procurement portal using user id and password as per existing process and selects the RTGS/NEFT payment option.
- ii. Upon doing so, the e-procurement portal shall generate a pre-filled challan. The challan will have all the details that is required by the bidder to make RTGS-NEFT payment.
- iii. Each challan shall therefore include the following details that will be pre-populated:
- Beneficiary account no: (unique alphanumeric code for e-tendering)
 - Beneficiary IFSC Code:
 - Amount:
 - Beneficiary bank branch:
 - Beneficiary name:
- iv. The Bidder shall be required to take a print of this challan and make the RTGS/NEFT on the basis of the details printed on the challan.
- v. The bidder would remit the funds at least T + 1 day (Transaction + One day) in advance to the last day and make the payment via RTGS / NEFT to the beneficiary account number as mentioned in the challan.
- vi. Post making the payment, the bidder would login to the e-Tendering portal and go to the payment page. On clicking the RTGS / NEFT mode of payment, there would be a link for real time validation. On clicking the same, system would do auto validation of the payment made.

List of Net Banking Banks

1.Allahabad Bank	2.Axis Bank
3. Bank of Bharain and Kuwait	4.Bank of baroda
5.Bank of India	6. Bank of Maharashtra
7. Canara Bank	8. City Union Bank
9. Central Bank of India	10. Catholic Syrian Bank
11. Corporation Bank	12 Deutsche Bank
13 Development Credit Bank	14 Dhanlaxmi Bank
15 Federal Bank	16 HDFC Bank
17 ICICI Bank	18 IDBI Bank
19 Indian Bank	20 Indian Overseas Bank
21 Indusind Bank	22 ING Vysya Bank
23 J & K Bank	24 Karnataka Bank
25 Kotak Mahindra Bank	26 Karur Vysys Bank
27 Punjab National Bank	28 Oriental Bank of Commerce
29 South Indian Bank	30 Standard Chartered Bank
31 State Bank of Bikaner & Jaipur	32. State Bank of Hyderabad
33. State Bank of India	34 State Bank of Mysore
35 State Bank of Travencore	36 State Bank of Patiala
37 Tamiland Mercantile Bank	38 Union Bank of India
39 United Bank of India	40 Vijaya Bank
41 Yes Bank	

For making payment through Demand Draft against the online Challan generated for OTC:

The intended bidders are require to draw demand draft in favour of eblow furnished detail

Sr. No.	Account title
1.	GOH E-PROC EMD ESCROW A/C DSND HAFED

Part- B

Cost: - Rs.1000/- per tender form

THE HARYANA STATE CO-OPERATIVE SUPPLY AND MARKETING FEDERATION LIMITED

District Office Hafed, Sector-5,Kurukshetra

PHONE NO. 01744-230836

E.mail I D dmhfdkrk@hry.nic.in

“HAFED”, invites e-Tenders from reputed ,financially sound and experienced labour contractors for handling of various labour and cartage operations like unloading, stacking, de-stacking and loading in trucks, weighment, cartage and filling food grains i.e Wheat, Rice and Paddy etc. in the following 7/10 Year Guarantee Scheme Godowns having capacity and period mentioned against each .

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A. ELIGIBILITY:-

1. Contractors having at least 3 years satisfactory experience of handling of food grain for a State/Central Food Grain Handling Agency will only be considered.
2. Tenderer(s) must have a turnover of atleast **Rs. 20 Lakh** per annum for 3 years for the said work.
3. Tenders must be accompanied by an earnest money as @ Rs. 10/- Per MT as mentioned above.
4. **Tenders with rates below SOR shall not be considered.**

B. Documents to be attached with tenders(Technical Bid):-

1. Certified copy of Partnership deed/Memorandum & Articles of association/Bye laws etc. as applicable.
2. Authorization letter for signing the tender form.
3. One passport size photograph
4. Experience certificate of handling work of food grain for a State/Central Food Grain Agency of last three years.
5. Bank statement for the last 6 months
6. Solvency certificate issued by any scheduled bank.
7. Copy of registration deed of the property or land documents owned by the tenderer/partners
8. Detail of assets with proof.
9. Income Tax Return for the last two years.
10. Copy of PAN Card
11. Copy of Service Tax registration number.
12. Copy of EPF Registration Number.
13. **Annexure A,B & C** (performa at page no 40 to 41 of tender document)
14. Scanned copy of **Appendix-I** (performa at page no 35 to 39 of tender document) duly filled from sr. no 1 to 11

Note:-

1. The Managing Director, The Haryana State Co-operative Supply & Marketing Federation limited , Panchkula, or an officer authorized to act on his behalf may at his discretion, extend this date by a fortnight and such extension shall be binding on the tenderers.
2. If the date up to which the tender is open for acceptance is declared to be a holiday, the tender shall be deemed to remain open for acceptance till the next working day.
3. Tenders shall remain open for acceptance up to and inclusive of **30 days** from the date of opening of tenders. Hence the offers made by the parties shall be valid during the acceptance period.

From:

The District Manager,
The Haryana State Co-operative Supply & Marketing Federation limited,
Sector-5, Kurukshetra

To

Shri/M/s_____

Dear Sir(s)

1. (A) For and on behalf of the The Haryana State Co-operative Supply & Marketing Federation limited (hereinafter called the Federation), the District Manager, The Haryana State Co-operative Supply & Marketing Federation limited , Kurukshetra invites tenders for appointment of contractor(s), for loading/unloading and transportation of foodgrains and allied materials etc. at **7/ 10 Year Guarantee Godown(s) at above given centre** for a period of one year or such later date as may be decided.

(B) **BRIEF DESCRIPTION OF WORK:-** Unloading/loading of foodgrain bags from/into carts, trucks etc., stacking the foodgrains in bags, bagging, re-bagging, weighment, standardization, cleaning of foodgrains etc., and transporting of foodgrains within the premises whenever required.

The tenderers must get themselves fully acquainted with the size and location of godowns vis-à-vis. loading/unloading points before submission of tender and rates quoted by them shall be deemed to have been done after such acquaintance. Once a tender is submitted by a party, he shall be deemed to have fully acquainted himself with the size and location of godowns vis-à-vis loading/unloading points and he shall not be entitled to any compensation arising out of any discrepancy in size and location of godown/group of godowns found later on or on the ground that the workers employed by him are demanding higher rates on any account.

The services required to be performed under the contract have been shown in the "SCHEDULE OF RATES FOR SERVICES" available at **Appendix-III**. Tenderers are required to quote for all services covered by the annexure containing the terms and conditions in the tender form and to indicate if they offer to work on the basis of the rates shown in the "SCHEDULE OF RATES FOR SERVICES" or offer a uniform percentage of enhancement or at par, as the case may be, in the space provided in **Appendix IV**.

In case the rates are quoted in a manner other than mentioned above, the tenders are liable to be ignored. The tenderers should not incorporate any condition in the tenders as conditional tenders are likely to be ignored/rejected.

(C) **VOLUME OF WORK:-** No definite volume of work to be performed can be guaranteed during the currency of the contract. It should be clearly understood that no guarantee is given that all the items of work as shown in the **Appendix-III** to tender will be required to be performed.

2. The contract, if any, which may eventuate from this tender shall be governed by the terms and conditions of the contract as contained in the invitation/instructions to the tenderer, as given in the Appendixes to the form of this tender.

3. The instructions to be followed for submitting the tender are set out below: -

(a) **Information about tenderer:-**

This is a two-bid tender to be submitted through e-tender, which can be downloaded from the website www.hafed.nic.in and online from <https://haryanaeprocurement.gov.in>. The technical as well as financial bid is to be submitted online on the web portal <https://haryanaeprocurement.gov.in>. Under this process, the Technical Bid Application as well as online Price Bid shall be invited at single stage under two cover i.e. Technical Bid & Commercial Envelope. Eligibility of the Bidders will be first examined based on the details submitted online under first cover (Technical) with the request to eligibility and qualification criteria prescribed in the Tender document. **The Price Bid under the second cover shall be opened for only those bidders whose Technical Applications are responsive to eligibility and qualifications requirements as per Tender document.**

However, the tenderer/bidder have the option to submit the supporting documents as required to be supported along with the technical bid which could not uploaded online due to any reason in the off line mode in physical form to the District Office, Hafed, Sector-5, Kurukshetra on or before 24-03-2017 at 10:00 A.M.

(b) **Signing of Tenders:-**

(i) Person or persons signing the tender shall state in what capacity he or they are signing the tender e.g. as sole proprietor of a firm or as a Secretary/Manager/Director etc. of a Limited Company. In the case of partnership firm, the names of all the partners should be disclosed and the tender shall be signed by all the partners or 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 partnership deed should be furnished along with the tender. In case of a limited Company, the names of the Directors shall be mentioned and it shall be certified that the person signing the tender is empowered to do so on behalf of the company. A copy of the Memorandum of Association and Articles of Association of the Company shall be attached to the

tender. In case of Hindu undivided family, the names of the family- members should be disclosed and the Karta, who can bind the firm should sign the form and indicate his status below his signature.

(ii) The person signing the tender form or any document forming part of the tender on behalf of another or on behalf of a 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 subject to summary rejection without prejudice to any other right of the Federation under the law. The 'Power of Attorney' should be signed by all the partners in case of a partnership concern, by the proprietor in case of the propriety concern and by the person who by his signature can bind the company in the case of a limited concern. In the case of Hindu undivided family the 'Power of Attorney' should be signed by the Karta who by his signature can bind the family.

3 (b) Eligibility:

- i. Contractors having at least 3 years' satisfactory experience of handling of food grains for a State/ Central Food Grain Handling Agency will only be considered.**
- ii. Tenderer(s) must have a turnover of atleast Rs. 20 Lakh in each of the last 3 years.**
- iii. Tenders must accompanied by earnest money as provided in Clause No.4 below. Technical Bids not accompanied with requisite EMD shall be rejected.**
- iv. Tenders with rates below SOR shall not be considered.**

4. **Earnest Money:-** Each tender must be accompanied by an Earnest money as given above @ Rs.10/- per MT of the capacity of the godown and **can be made online directly through RTGS/NEFT**. The Earnest Money_ must remit the funds at least T+1 working day (Transaction + One Day) in advance i.e. **on or before 22-03-2017 Upto 5:00 PM and make payment via RTGS/NEFT or OTC to the beneficiary account number specified under the online generated challan. The intended party 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://haryanaeprocurement.gov.in>.** The interested parties/bidders shall have to pay mandatorily e-Service fee (under document fee - Non refundable) of Rs.1000/- (Rupee One Thousand Only) online by using the service of secure electronic gateway. The secure electronic payments gateway is an online interface between bidders & online payment authorization networks.

The Payment for document fee (Rs.1000/-) and e-Service fee (Rs.1000/-) can be made by eligible parties online directly through Debit Cards & Internet Banking.

The earnest money shall be liable to be forfeited if the tenderer after submitting his tender resiles from or modifies his offer and/or the terms and conditions thereof in any manner, 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 the tenderer failure, after the acceptance of his tender, 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, as soon as practicable after decision on tenders and to a successful tenderer, after he has furnished a security deposit amount, if the successful tenderer does not desire, the same will be adjusted towards the security deposit. No interest shall be payable on the amount of earnest money, in any case.

The tenderer(s) should be financially sound and must enclose with the tender, the documents in support of his/their financial soundness or will produce documents whenever called for subsequently. In case of failure of the tenderer(s) to produce documents, the earnest money of the tenderer(s) shall be forfeited.

The tenderer(s) will also attend the District office at Sector-5, Kurukshetra or any other place specified for negotiations etc. if called for, at their own expenses and if the tenderer(s) fail(s) to attend the negotiations etc. it would be treated as resiling from the offer by the tenderer(s) and his/their earnest money shall be forfeited in that event.

5. **“Security Deposit:-**

(a) The successful tenderer shall furnish security deposit @ Rs.20/-PMT of the capacity of the godowns under reference within 7 days of the acceptance of the tender. The amount of security will be Rs.30/-PMT if the rates of successful tenderer are equivalent to SOR. EMD deposited by the successful tenderer will be adjusted towards security amount.

(b) (i) The security shall be deposited in favour of the **“The Haryana State Co-operative Supply & Marketing Federation limited ”** in shape of Bank Draft payable at **Kurukshetra**

(ii) The security deposit furnished by the tenderer would be subject to the terms and conditions to this tender and the Federation will not be liable for payment of any interest on the security deposit or any depreciation thereof.

(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 Public Debt Office.

(iv) If the successful tenderer had previously held any contract and furnished

security deposit, the same shall not be adjusted against this tender without furnishing 'No Dues Certificate' from the concerned District Manager, failing which fresh security deposit will required to be furnished.

(v) The successful tenderer will have to execute an agreement on non-judicial stamp paper of Rs.100/- with the concerned DM, Hafed,Kurukshetra within Seven working days of the acceptance of his tender. Beside this, two sureties each of amount equal to security from reputed local persons/ Arthiayas possessing sufficient immoveable property will have to be furnished within a week of the acceptance of his tender for each group of godowns. In case of failure to do so the amount of earnest money shall stand forfeited and contractor will be blacklisted as well as debarred from taking any work of Hafed/ Govt. Agencies in future.

6. **Documents to be attached with tenders(Technical Bid):-** The tender form must be accompanied by the following documents, **failing which the tender may be ignored.**

1. Certified copy of Partnership deed/Memorandum & Articles of association/Bye laws etc. as applicable.
2. Authorization letter for signing the tender form.
3. One passport size photograph
4. Experience certificate of handling work of food grain for a State/Central Food Grain Agency of last three years.
5. Bank statement for the last 6 months
6. Solvency certificate issued by any scheduled bank.
7. Copy of registration deed of the property or land documents owned by the tenderer/partners
8. Detail of assets with proof.
9. Income Tax Return for the last two years.
10. Copy of PAN Card
11. Copy of Service Tax registration number.
12. Copy of EPF Registration Number.
13. **Annexure A,B & C** (performa at page no 40 to 42 of tender document)
14. Scanned copy of **Appendix-I** (performa at page no 35 to 39 of tender document) duly filled from sr. no 1 to 11

7. **Delivery of tenders:-**

(a) This is a two-bid tender to be submitted through e-tender, which can be downloaded from the website www.hafed.nic.in and online from <https://haryanaeprocurement.gov.in> The technical as well as financial bid is to be submitted online on the web portal <https://haryanaeprocurement.gov.in>. Under this process, the Technical Bid Application as well as online Price Bid shall be invited at single stage under two cover i.e. Technical Bid & Commercial Envelope. Eligibility of the Bidders will be first examined based on the details submitted online under first cover (Technical) with the request to eligibility and qualification criteria prescribed in the Tender document. The Price Bid under the second cover shall be opened for only

those bidders whose Technical Applications are responsive to eligibility and qualifications requirements as per Tender document.

However, the tenderer/bidder have the option to submit the supporting documents as required to be supported along with the technical bid which could not uploaded online due to any reason in the off line mode in physical form to the District Office, Hafed, Sector-5, Kurukshetra by the due date/time.

8. Opening of tenders:-

- (a) The Technical Bids will be opened at the time and date indicated above. The tenderer will be at liberty to be present either in person or through an authorized representative at the time of opening of the tenders. The Price Bid under the second cover shall be opened for only those bidders whose Technical Applications are responsive to eligibility and qualifications requirements as per Tender document. No document/s in support of experience, turnover, solvency, past performance etc. will be accepted after opening of tender.
- (b) **Tenders where rates received are below SOR, shall not be considered.**
- (c) **In cases where there are more than one tenderer quoting the same lowest rates which are not considered reasonable, all such tenderers may be called for negotiations. Revised rates shall be obtained from such tenderers in sealed cover which shall be opened in their presence.**
- (d) **In case where there are more than one tenderer quoting the identical lowest rates by following the procedure given in para 8(c) above, L-1 tenderer will be decided through draw of lots in the presence of such tenderers.**

9. **Corrupt Practices:-** Any bribe, commission and advantage offered or promised by or on behalf of the tenderer to any officer or servant of the Federation shall (in addition to any criminal liability which the tenderer may incur) debar his tender from being considered. Canvassing on the part or on behalf of the tenderer will also make his tender liable to rejection.

10. **Interviews and Acceptance of tender:-** The tenderer should be prepared to proceed to _____ or at designated place at their own expenses and without any obligation, if called upon to do so for interview by the Tender Committee or an officer authorized in this regard.

The concerned District Manager, The Haryana State Co-operative Supply & Marketing Federation limited or the Tender Committee reserves the right to reject any or all the tenders without assigning any reasons and does not bind himself to accept the lowest or any tender. The successful tenderer will be informed about the acceptance of his tender

through a letter/telegram/e-mail. Where acceptance is communicated by telegram, the formal acceptance of tender will be forwarded to the contractor as soon as possible, but the telegram must be acted upon immediately. The contractor shall submit the joining report within ten days of the acceptance of tender and simultaneously submit the agreement, as per **Appendix-II**, besides depositing the security and two sureties as per Clause No-5 above.

Yours faithfully,

D.M. Hafed, Kurukshetra
FOR MANAGING DIRECTOR
THE HARYANA STATE CO-OPERATIVE
SUPPLY & MARKETING FEDERATION
LIMITED, PANCHKULA.

TERMS AND CONDITIONS GOVERNING CONTRACT FOR HANDLING OF FOODGRAINS ETC. AT 7/10 YEAR GUARANTEE GODOWNS OF HAFED KURUKSHETRA.

I. Definition: -

- (i) The term 'contract' shall mean and include the invitation to tender, incorporating also the instructions to tenderer. The tender, its appendix & schedules, acceptance of tender and such general and special conditions as may be added to it.
- (ii) The term 'Federation' wherever occurs shall mean The Haryana State Co-operative Supply & Marketing Federation limited Registered under Punjab Cooperative Society Act, 1961 and will include its Managing Director as its successor, or successors and assignees.
- (iii) The term "Managing Director" shall mean the Managing Director, The Haryana State Co-operative Supply & Marketing Federation limited under whose administrative jurisdiction the Federation's godowns, to which the contract relates, fall.
- (iv) The term "Contractor" shall mean and include the person or persons, firm or company with whom the contract has been placed including their heirs, executors, administrators, successors and their permitted assignees, as the case may be.
- (v) The term "Services" shall mean performance of any of the items of work enumerated in 'Schedule of Services' including such auxiliary, additional and incidental duties, services and operations as may be indicated by the Managing Director or an officer acting on his behalf.
- (vi) The term "Contract Rates" shall mean the rates of payment accepted by the Managing Director for and on behalf of the The Haryana State Co-operative Supply & Marketing Federation limited .
- (vii) The term "Godown " shall mean and include depots, godowns, silos/ bins already belonging to or in occupation of the Federation or may hereafter be constructed or acquired by it at any time and shall also mean and include open platform/plinths built or constructed for storage of foodgrains inside or outside the depot premises.
- (viii) The term "Foodgrains" shall mean and include foodgrains, products of foodgrains, fertilizers, sugar etc.

II. **Object of the contract:-** The Contractors shall render all or any of the services given in 'Schedule of Rates' as and when necessary and as directed from time to time by the Managing Director or an officer acting on his behalf together with such additional, auxiliary and incidental duties, service and operations as may be indicated by the Managing Director or an officer acting on his behalf and are not inconsistent with these terms and conditions.

III **Parties to the contract:-**

- (a) The parties to the contract are contractors and the The Haryana State Co-operative Supply & Marketing Federation limited represented by the Managing Director and/or any other person authorized and acting on his behalf.
- (b) The person signing the tender or any other document forming part of the tender on behalf of any other person or a firm shall be deemed to warrant that he has authority to bind such other person or the firm, as the case may be. In such matters pertaining to the contract, if on enquiry, it is found that the person concerned has no such authority, The Haryana State Co-operative Supply & Marketing Federation limited represented through the Managing Director or an officer authorized and acting on his behalf may without prejudice to other civil/criminal remedies, terminate the contract and hold the signatory liable for all costs and damages.
- (c) Notices or any other action to be taken on behalf of The Haryana State Co-operative Supply & Marketing Federation limited may be given/taken by the Managing Director or any other officer so authorized and acting on his behalf.

IV. **Constitution of Contractors :-**

- (a) Contractors shall at the time of submission of tender declare whether they are sole proprietary concern or registered partnership firm or private limited company or a public limited company incorporated in India or a Hindu undivided family. The composition of the partnership, name of Directors of Companies and names of the Karta of Hindu undivided family shall be indicated. The contractors shall also nominate person in whose hands the active management and control of the work relating to the contract during the tenure of the contract would lie. The person so nominated shall be deemed to have power of attorney from the contractor in respect of the contract and whose acts shall be binding on the contractors.
- (b) The contractors shall not, during the currency of the contract, make, without the prior approval of the Federation, any change in the constitution of the firm. The contractors shall notify, to the Federation the death/resignation of any of their partners/directors

immediately on the occurrence of such an event. In case of non receipt of such notice, the Federation shall have the right to terminate the contract.

V. **Subletting**:- The contractors shall not sublet, transfer or assign the contract or any part thereof without the previous written approval of the Federation. In the event of the contractors contravening this condition, the Federation shall be entitled to place the contract elsewhere on the contractor's account and at their risk and the contractors shall be liable for any loss or damage which the Federation may sustain in consequence or arising out of such replacing of the contract.

VI. **Relationship with third parties**:- All transactions between the contractors and third parties shall be carried out as between two principals without reference in any event to the Federation. The contractors also undertake to make third parties fully aware of the position aforesaid.

VII. **Liability for personnel**:- All persons employed by the contractors shall be engaged by them as their own employees/workers in all respect and responsibility under the Indian Factories Act, or the Workmen's Compensation Act or Employees Provident Fund Act or any other similar enactment in respect of such personnel shall be that of the contractors. The contractors shall be bound to indemnify the Federation against all claims whatsoever in respect of the said personnel under the Workman's compensation Act, 1923 or any Statutory modification thereof or otherwise for or in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workman or other person whether in employment of the contractors or not. It is also expressly agreed that the Federation will be free to adjust/set off any money due to the contractors against the amount so paid or payable by way of compensation etc. by the Federation.

VIII. **Bribe, Commission, Gift etc.** :- Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the contractors or any one or more of their Partners/Directors/Agents or servants or anyone else on their behalf to any officer, servant representative, or any agent of the Federation or any person on his or their behalf for showing or for bearing favours or disfavour to any person in relation to the contract, shall subject the contractors to the cancellation of his contract or any other contract with Federation and also to payment of any loss or damage relating from such cancellation.

IX. **Welfare and Health of Contract Labour**:- The contractor shall comply with the provisions of the Contract Labour (Regulation & Abolition) Act, 1978 as amended up to date.

X. **Period of Contract** :- The contract shall remain in force for a period of **one year** from **01-04-2017 to 31-03-2018 in case of 10 year PEG Godowns, Deeg, Kamoda,**

Jogimazra, Lukhi and Amin and 01-07-2017 to 30-06-2018 in case of 7 year guarantee godown, Hafed, Pipli or such later date as may be decided by the Managing Director and /or any other person authorized and acting on his behalf who also reserves the right:

- (i) **to extend** the period of contract for a further period **upto one year**, on the same rates, and same terms & conditions.
- (ii) to terminate the contract at any time during its currency without assigning any reason thereof by giving thirty days notice in writing to the contractor/s at their last known place of residence/business and the Contractor/s shall not be entitled to any compensation by reason of such termination.

The action of the Managing Director, The Haryana State Co-operative Supply & Marketing Federation limited, Panchkula or the person authorized by him under this clause shall be final, conclusive and be binding on the contractors and shall not be called into question.

XI **Summary Termination**

- (a) In the event of the contractors having been adjudged insolvent or going into liquidation or winding up their business or making arrangements with their creditors or failing to observe any of the provisions of this contract or any of the terms and conditions governing the contract, the Managing Director or an officer acting on his behalf shall be at liberty to terminate the contract forthwith without prejudice to any other rights or remedies under the contract and to get the work done for the un-expired period of the contract at the risk and cost of the contractors and to claim from the contractors any resultant loss sustained or cost incurred.
- (b) The Managing Director or an officer authorized and acting on his behalf shall also have, without prejudice to other rights and remedies, the right, in the event of breach by the contractors of any of the terms and conditions of the contract to terminate the contract forthwith and to get the work done for the un-expired period of contract at the risk and cost of the contractors and to recover any sum or sums due for any damages, losses, charges, expenses or cost that may be suffered or incurred by the Federation due to the contractor's negligence or un-workmanlike performance of any of the services under the contract. In addition the security of the contractor shall also be forfeited.
- (c) The contractors shall be responsible to supply adequate and sufficient labour, scales, trucks/carts/any other transport vehicle for loading/unloading, transport and carrying out any other services under the contract in accordance with the instructions issued by the Managing Director or an officer acting on his behalf, if the contractor fails to

supply the requisite number of labour, scales and trucks/carts, the Managing Director or an officer acting on his behalf shall at his entire discretion, without terminating the contract, be at liberty to engage other labour, scale, trucks/carts etc. at the risk and cost of the contractor who shall be liable to make good the Federation all additional charges, expenses, cost of losses that the Federation may incur or suffer thereby . The contractor shall not however, be entitled to any gain resulting from entrustment of the work to another party. The decision of Managing Director or an officer acting on his behalf shall be final and binding on the contractors.

XII.: Security Deposit –

- (a) The contractors shall furnish, at the time of joining, security deposit in lump sum as prescribed in the invitation to tender failing which the contract shall be liable to cancellation at the risk and cost of the contractors and subject to such other remedies as may be opened to the Managing Director or to an officer acting on his behalf under the terms of the contract.
- (b) The security should be deposited in favour of The Haryana State Cooperative Supply and Marketing Federation Limited (HAFED) in shape of Bank Draft payable at Kurukshetra
- (c) The Federation shall not be liable for payment of any interest on the security deposit or any depreciation thereof for the time it is held by the Federation.
- (d) The security deposit will be refunded to the contractors on due and satisfactory performance of the services and on completion of all obligations by the contractors under the terms of the contract and on submission of a 'No Dues Certificate' subject to such deduction from the security as may be necessary for making up of the Federation's claim against the contract.
- (e) In the event of termination of the contract envisaged in Clause XI, the Managing Director or an officer acting on his behalf shall have the right to forfeit entire or part of the amount of security deposited by the contractors or to appropriate the Security Deposit or any part thereof in or towards the satisfaction of any sum due to be claimed for any damages, losses, charges, expenses or cost that may be suffered or incurred by the Federation.
- (f) The decision of the Managing Director or an officer authorized and acting on his behalf in respect of such damages, losses, charges, costs or expenses shall be final and binding on the contractors.
- (g) In the event of the security being insufficient or if the security has been wholly

forfeited, the balance of the total sum recoverable, as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the contractors under this or any other contract with the Federation. Should that sum also be not sufficient to cover the full amount recoverable, the contractors shall pay the Federation on demand the remaining balance due.

- (h) Whenever the security deposited falls short of the specified amount, the contractors shall make good the deficit so that the total amount of security deposit shall not at any time be less than specified amount.
- (i) In case the lowest tenderer fails to deposit the requisite amount of security and fulfill the requisite formalities as above, the offer may be made to the L-2 tenderer.

XII-A. Sureties

The successful tenderer will have to execute an agreement on non-judicial stamp paper of Rs.100/- with the concerned DM, Hafed, Kurukshetra within Seven working days of the acceptance of his tender. Beside this, two sureties each of amount equal to security from reputed local persons/ Arthiayas possessing sufficient immovable property will have to be furnished within a week of the acceptance of his tender for each group of godowns. The surety's solvency must remain to the level of contract value throughout the contract period. In case of failure to do so the amount of earnest money shall stand forfeited and contractor will be blacklisted as well as debarred from taking any work of Hafed/ Govt. Agencies in future.

XIII. Liability of Contractors for losses etc. suffered by Federation

- (a) The contractors shall be liable for all costs, damages, demurrages, Warfage, forfeiture of wagon registration fees, charges and expenses suffered or incurred by the Federation due to the contractor's negligence and un-workmanlike performance or any services under this contract or breach of any terms thereof or their failure to carry out the work with a view to avoid incurrence of demurrage etc. and for all damages or losses occasioned to the Federation or in particular to any property or plant belonging to the Federation due to any act whether negligent or otherwise of the contractors themselves or their employees. The decision of the Managing Director or an officer acting on his behalf regarding such failure of the contractors and their liability for the losses etc. suffered by the Federation shall be final and binding on the contractors.
- (b) The Federation shall be at liberty to reimburse themselves of any damages, losses charges, costs, or expenses suffered or incurred by them due to contractor's negligence and un-workmanlike performance of services under the contract or breach of any terms thereof. The total sum claimed shall be deducted from any sum then due

or which at any time, hereafter may become due to the contractors under this or any other contract with the Federation. In the event, the sum which may be due to the Federation as aforesaid being insufficient the balance of the total sum claimed and recoverable from the contractors as aforesaid shall be deducted from the security deposit furnished by the contractors as specified in Para XII. Should this sum also be not sufficient to cover the full amount claimed by the Federation, the contractors shall pay to the Federation on demand the remaining balance of the aforesaid sum claimed.

- (c) In the event of the default on the part of the contractors in providing labour, weighing scales, weights etc. and/or their failure to perform any of the services mentioned in this agreement efficiently and to the entire satisfaction of the Managing Director or an officer acting on his behalf, the authorized person shall without prejudice to other rights and remedies under this agreement have the right to recover by way of compensation/liquidated damages from the contractors, a sum of rupees five hundred or such lesser sum per day or part of a day of the default as the Managing Director or an officer acting on his behalf in his absolute discretion may determine and decision of the Managing Director or an officer acting on his behalf on the questions whether the contractors have committed such default or have failed to perform any of such services efficiently and are liable to pay compensation/liquidated damages and as to the quantum of such compensation/liquidated damages subject to approval by Managing Director or an officer acting on his behalf, shall be final and binding on the contractors.
- (d) The contractors shall be responsible for the safety of the goods from the time the goods are loaded on their trucks from godowns, until they have been unloaded from their trucks at godowns or at other destinations. They shall provide tarpaulins on decks of the trucks, so as to avoid damage/loss of grains etc. through the holes/crevices in the decks of the trucks. They shall deliver the number of bags and the weight of food grains etc. received by them and loaded on their trucks and shall be liable to make good the value of any loss, shortage or damage during transit. The Managing Director or an officer acting on his behalf will be the sole judge for determining, after taking into consideration all the relevant circumstances, the quantum and value of loss and also as regards the liability of the contractors for such loss, and the amount to be recovered from them. The decision of the Managing Director or an officer acting on his behalf in this regard shall be final and binding on the contractors.

- (e) The contractor shall be responsible for building proper stack in block system in countable manner. In case there is any variation or improper stacking in the godowns, the contractor shall restack the same stacks within 7 days of the pointing out of the variation by the Manager. In case the contractor fails to do the needful within the given time, the Manager will be at liberty to get the work done by engaging other labour and the cost thereof shall be deducted from the sum due to the contractor under this or any other contract with the Federation or from the security deposit furnished by the contractor.
- (f) The contractor shall be responsible for numerical shortage, if any, detected in the interior of the stacks at the time of delivery of stocks stacked by him and the losses on this account suffered by the Federation will be recoverable from the Contractor. This will be recovered from the security deposit of the contractors and if the amount of security deposit falls short of this claim then from the bills of the contractor and if still remains outstanding, then the contractor shall remit the same within 30 days of demand.

XIV. **Set off** :- Any sum of money due and payable to the contractors (including security deposit refundable to them), under this contract may be appropriated by the Federation and set off against any claim of the Federation for the payment of any sum of money arising out of or under any other contract made by the Contractors with the Federation.

XV. **Books Examination**:- The contractors shall, whenever required, produce or cause to be produced for examination by the Managing Director or an officer acting on his behalf any cost or other accounts, books of accounts, vouchers, receipts, letters, memoranda or writing or any copy of extract from any such document and also furnish information and return, verified in such manner as may be required, relating to the execution of this contract or relevant for verifying or ascertaining the cost of execution of this contract. The decision of the Managing Director or an officer acting on his behalf on the question of relevancy of any document, information or return shall be final and binding on the contractors. The contractors shall produce the required documents, information and returns at such time and place as may be directed by the Managing Director or an officer acting on his behalf.

XVI. **Volume of Work**:- Subject as here-in-after mentioned, the Federation do not guarantee any definite volume of work or any particular pattern of service at any time or throughout the period of contract. The mere mention of any item of work in the contract, does not by itself confer a right on the contractor to demand that the work relating to all or any item thereof, should necessarily or exclusively be entrusted to them. The Federation will also

have the right to appoint one or more contractors at any time viz at the time of award to the contract and/or during the tenure of contract for any or all the services mentioned hereunder and to divide the work as between such contractors in any manner that the Federation may decide and no claim shall lie against the Federation by reasons of such division of work.

Note- Notwithstanding the number and storage capacity of the existing godowns and those expected to be constructed/acquired during the contract period, the Federation may, during the currency of the contract, take over/acquire/construct more godowns for storage as and when necessary. Alternatively, it may also be necessary for the Federation to give up or release one or more godowns out of those , or which are constructed/acquired later, during the pendency of the contract. In such an event the contract shall not be rendered void and the contractors shall not be entitled to make any claim whatsoever against the Federation for compensation, revision of rate or otherwise due to increase/decrease in the number of godowns or the storage capacity of the godowns.

XVII. Remuneration:-

- (a) The contractors shall be paid the remuneration in respect of the services prescribed in the schedule and performed by them at the contract rates.
- (b) If the contractors are required to perform any service in addition to those specifically provided for in the contract and the annexed schedule, the contractor's remuneration for the same will be paid at the rates as negotiated and fixed by mutual agreement.
- (c) The question whether a particular service is or not covered by any of the services specifically described and provided for in the contract, or is or not auxiliary or incidental to any of such services shall be decided by the Managing Director or an officer acting on his behalf, whose decision shall be final and binding on the contractors.
- (d) The contractors will have the right to represent in writing to the Managing Director or an officer acting on his behalf that a particular service which they are being called upon to perform is not covered by any of the service specifically provided for in the contract, or as the case may be, is not auxiliary or incidental to such services, provided that such representation in writing must be made within 15 days after the date of actual performance of such services. If no such representation in writing is received within the said time, the contractor's right in this regard will be deemed to have been waived off.

XVIII Payment:-

- (a) Payment will be made by the concerned District Manager of The Haryana State Co-operative Supply & Marketing Federation limited on submission of bills in triplicate duly supported by consignee receipts/or work certificates issued by the concerned In-charge/ Officer of Hafed, subject to TDS applicable as per Income-Tax Rules.
- (b) The contractors should submit all their bills not later than two months from the date of expiry of the contract so that the refund of security deposit may be speeded up. In order to facilitate disposal of bills, the contractors are advised to submit their bills weekly/fortnightly.

Note:- The Managing Director or an officer acting on his behalf may at his discretion make an 'on account' payment to the extent of 50 percent of the value of work done in cases where the contractors are not in a position to submit their final bills due to operational or any other difficulties after the satisfactory performance of the services provided in the contract. The Federation shall not be liable for payment of any interest on any bill outstanding for payment.

XIX Delays, strikes etc.:- The contractor will not be responsible for delays which may arise on account of reasons beyond their control of which the Managing Director or an officer acting on his behalf shall be the final judge.

Strikes by contractor's labour on account of any dispute between the contractors and their labour as to otherwise will not be deemed to be a reason beyond the contractor's control and the contractors shall be responsible for any loss or damage which the Federation may suffer on this account.

XX. Laws governing the contract:- The contract will be governed by the Laws of India for the time being in force.

XXI. Services to be performed by the Contractors:-

- (a) Godowns in and around _____(Name of centre/W/H) under the purview of this contract are having capacity of _____ MTs at present.

Note- Notwithstanding the number and storage capacity of the existing godowns and those expected to be constructed/acquired during the contract period, the Federation may during the currency of the contract, take over/acquire/construct more godowns for storage as and when necessary. Alternatively, it may also be necessary for the Federation to give up or release one or more godowns out of those, or out of those, which are constructed or acquired later, during the pendency of the contract. In such an event the contract shall not be rendered void and the contractors shall be bound to

perform all the services/duties and execute all the works as per terms and conditions and rates of the contract and they shall not be entitled to make any claim whatsoever against the Federation for compensation of rates or otherwise due to increase/decrease in the number of godowns or the storage capacity of the godowns.

- (b) Remuneration for stacking in the shed/platform/ ground wherever necessary as required while performing the services of loading, unloading etc. will be deemed to be included in the relevant services and no separate remuneration will be paid for such stacking.
- (c) Kacha or interim stacking whether inside or outside the godowns wherever necessary in the services of physical verification and standardization, cleaning, drying etc. shall be deemed to be included in the relevant service and no separate remuneration for such Kacha stacking will be paid on any account.
- (d) Similarly carriage of bags, whether by change of head loads or by using hand trolleys, hand-carts or any other mode of carriage, provided by no separate remuneration will be paid for such carriage, unless other wise provided for.
- (e) For services of standardization, re-bagging, filling of loose grain and such other allied services, bags will be supplied by the Federation. The Jute twine used for stitching of the bags after bagging /re-bagging/cleaning/ standardization. etc shall be 3 ply double up.

OTHER SERVICES

1. **Physical verification** :- The contractor shall, with their labour and scales and under their supervision, weigh such number of bags of foodgrains as may be required for physical verification, weighment for this service shall be deemed to include carrying bags from stacks to weighing scale, putting them on scales, carrying out weighment, removing bags from scales, doing Kacha stacking inside or outside the godowns as and where necessary, carrying the weighed bags and stacking them as directed by the Managing Director or an officer acting on his behalf.

2. **Standardization** :-The contractor shall with their labour and scales and under their supervision, standardize such number of bags of foodgrains as may be required by the Managing Director or an officer acting on his behalf. Standardization shall be deemed to include carrying bags from stacks to weighing scale, cutting open the mouth of bags, putting bags on the scales, putting in or taking out grains from each bag as may be necessary in order that each bags contains the standard weight of foodgrains fixed by the Managing Director or an officer acting on his behalf, removing the bags from the scale, re-stitching the bags with atleast 16 stitches/or machine stitching on each bag, doing Kacha stacking inside or outside

the godowns and where necessary, carrying the standardized bags and stacking or loading into trucks or any other vehicles as directed. When the standardized bags are not required to be stacked or loaded, such bags shall be left in a countable position on the floor of the godowns. The standardized bags shall be stacked in the same godown or in another godown as directed by the Managing Director or an officer acting on his behalf. In all cases, payment will be done for actual number of bags received after standardization.

3. **Filling gunnies with loose grains to the prescribed weight with stitching**

and stacking/loading/delivery:- Contractors shall, where necessary, make heap (or Palla) of any loose grains, sweepings, damaged grains etc. available in the godown or anywhere else and fill the same into empty gunny bags. The filled bags shall be carried to scales, brought to the prescribed standard weight, stitched with atleast 16 stitches/or machine stitched and stacked or dispatched/delivered as required.

4. **Cleaning :-** The contractors shall as and when required, with their labour, clean the foodgrains, sweepings etc. Cleaning shall be deemed to include de-stacking the bags weighing them to ascertain the pre-cleaned weight, carrying them to the place assigned for cleaning and subject to such process as winnowing, shifting, passing through the sieves or other method of cleaning as cleaning by machines etc. removing the cleaned grains, filling the grains in bag, weighing them to a standard weight prescribed by the Managing Director or an officer acting on his behalf, stitching the bags firmly with atleast 16 stitches/machine stitching and carrying the standardized bags and stacking or loading them into trucks/transport vehicles as directed, collecting the refractions, filling them into bags as directed, weighing them and stacking them or loading/delivering them as directed. Payment will be made only for the number of bags received after cleaning and standardization. No separate payment for the bags filled with refractions will be made.

5. **Drying of damaged foodgrains :-**The contractors shall undertake drying of damaged foodgrains whenever required. Drying shall be deemed to include godown, cutting open the mouth of the bags, spreading the foodgrains inside or outside godown and after drying making them into Palla, filling loose grains into empty gunnies up to a prescribed weight, stitching and stacking the bags in the same or another godown or loading/delivering them as directed. If weightment is required to be done before cutting open the bags it will be paid for separately. Payment under this service will be made only for the number of bags received after drying and standardization.

6. **Re-bagging :-**The contractors shall re-bag loose grains or the contents of unserviceable bags into new bags supplied by the Federation. Re-bagging shall be deemed to include breaking the stacks, emptying contents of unserviceable gunnies, making a Palla, if

necessary, filling new bags upto a prescribed weight, stitching them, doing kacha stacking inside or outside godown as and when necessary and stacking them or delivering/dispatching as directed.

7. **Breaking of stacks and restacking :-** The contractors shall as and when required remove the bags from any stack(s) in the godown and restack in the same or another godown.

8. **Collection of Scattered bags :-** The contractors shall as and when required collect the scattered bags from godown and stack them in the same or another godown.

9. **Bundling of empty gunnies :-** The contractors shall collect the empty gunnies released after various operations , re-bagging, cleaning etc. and bundle them into bundles of 25 or 50 each as directed by the Managing Director or an officer acting on his behalf. The bundles shall be neatly made to allow verification, and the twine required for tying or stitching the outer surface of the bundles shall be supplied by the contractor. The bundles so made shall be carried to the place assigned for storage of empty gunnies and stacked in accordance with the instructions of the Managing Director or an officer acting on his behalf. The remuneration for this service shall be deemed to be inclusive of the cost of twine required to be supplied by the contractors.

10. **Supply of casual labour :-** The contractors shall provide such number of male or female casual labourers whenever asked to do so at short notice during day or night by the Managing Director or an officer acting on his behalf. The payment of casual labour wage shall not be less than the minimum statutory rates fixed by the appropriate authority for the material period as fixed wage per male/female casual labour per day. However, it will not entitle the contractor to claim any increase during the currency of the contract. The labour so supplied can be asked to do fumigation, brushing, dusting, spraying with foot pumps, whenever necessary.

11. **Miscellaneous**

(i) The contractors shall (a) load and (b) unload and stacks the wooden crates whenever required.

(ii) The contractors shall (a) load and (b) unload and stack the tarpaulins, gunny bales and fumigation cover etc., whenever required.

Note. (a) Loading includes removing of wooden crates, tarpaulins, gunny bales and fumigation covers etc., from stacks/ godowns/ platform and loading into trucks/carts.

(b) Unloading and stacking include unloading from Truck/Cart and stacking in the godown or platform.

XXII - DUTIES AND RESPONSIBILITIES OF THE CONTRACTORS.

1. The contractors shall carry out all items of services assigned or entrusted to them by the Managing Director or an officer acting on his behalf and shall abide by all instructions issued to them from time to time by the said officer. They shall render

the services to the satisfaction of the Managing Director or an officer acting on his behalf together with such auxiliary and incidental duties, services and operations as may be indicated by the said officer(s) and are not inconsistent with the terms and conditions of the contract. Some of such auxiliary and incidental duties are mentioned below. Remuneration for all auxiliary and incidental duties and services not specifically provided for in the 'Schedule of Rate for Services' shall be deemed to be included in the remuneration provided for various services specially mentioned in the schedule. The contractors shall always be bound to act with reasonable diligence and in business like manner and to use such skill as they possess in the conduct of their activities.

2. The contractors shall engage competent and adequate staff and labour to the satisfaction of the Managing Director or an officer acting on his behalf for ensuring efficient handling and transport of foodgrains etc. and furnishing correct and upto- date position /information/progress of work, statements and accounts. The contractors shall be responsible for the good conduct of their employees and shall compensate the Federation for losses arising from neglect, carelessness, want of skill or misconduct of themselves, their servants or agents or representatives. The Managing Director or an officer acting on his behalf shall have the right to ask for the dismissal of any employee of contractors, who, in his opinion, is hampering the smooth execution of the work and his decision regarding losses caused by neglect and misconduct etc. of the contractors, their servants or agents or representatives shall be final and binding on the contractors.

3. The contractors shall inform the Managing Director or an officer acting on his behalf, the name of one or more responsible representative(s) authorized to act on their behalf in day-to-day working of the contract. It shall be the duty of those representative(s) to call at the office of the Managing Director or an officer acting on his behalf, everyday and generally to remain in touch with them, to obtain information about the programme of arrivals and dispatches to various recipients and other godown activities and to report the progress of loading/transport work etc. and generally to take instructions in the matter.

4. The contractors shall take adequate steps and necessary precautions to avoid wastage and damage to foodgrains etc. during the loading/unloading into trucks/carts/any other transport vehicles at the godowns or any other loading/unloading point. The contractors shall

be liable for any loss, which the Federation may suffer because of the bags not being properly handled. The decision of the Managing Director or an officer acting on his behalf regarding such loss shall be final and binding on the contractors. They shall spread their own tarpaulins or gunny palas at the loading/unloading points to avoid wastage and damage.

5. The contractor shall provide sufficient number of tarpaulins for each truck/cart/any other transport vehicle to cover the bags of foodgrains etc. during the rains and shall be responsible, if the foodgrains etc. are damaged by rain through their (Contractors) failure to supply adequate number of tarpaulins or to take reasonable precautions. The decision of the Managing Director or an officer acting on his behalf in this matter shall be final and binding on the contractors.

6. The contractors shall provide their own planks and supporting bags to serve as ladder for the purpose of loading/unloading into/from trucks/carts or stacking. No grain etc. filled bags shall be used in this operation.

7. The contractors shall ensure that their labour do not use large hooks for handling of foodgrain bags or any hook for handling of flour and sugar bags at any stage. The use of hooks, other than those approved by the Managing Director or an officer acting on his behalf, for foodgrains will render the contract liable to cancellation. The contractors shall also be liable to make good to Federation, any loss caused by the use of unauthorized hooks. The decision of the Managing Director regarding such losses shall be final and binding on the contractors. The contractors shall supply small regulation size hooks approved by the Managing Director or an officer acting on his behalf to their labour for handling of foodgrain bags.

8. The contractors shall obtain from the Managing Director or an officer acting on his behalf particulars of consignments, expected to be received and/or proposed to be dispatched from/at godowns, as the case may be. In case of emergency, the contractors shall be required to take delivery or arrange dispatch of consignment of foodgrains etc. at short notice and they shall be bound to comply with such requests.

9. The contractors shall provide adequate number of stitchers and sweepers at their own cost at all loading/unloading and other operation points to carry out minor repairs to leaking bags with twine to be supplied by the Federation. The twine provided should be three ply doubled up.

10. The contractors shall collect all sweepings and spilling of foodgrains from floors, loading/unloading points, and fill them after cleaning, if necessary, in slack bags or in other empty bags supplied by the Federation and firmly stitch them with atleast 14 stitches/or by

machine stitching. The twine for this purpose shall be 3 ply double up and shall be provided by the Federation.

11. a) The contractors shall be required to restack the bags without payment of any extra charges if directions for stacking the bags are not observed by them or if the stacking is faulty and not to the satisfaction of the Managing Director or an officer acting on his behalf. The contractor shall be responsible for any loss, which the Federation may suffer because of the bags not being properly stacked. The decision of the Managing Director or an officer acting on his behalf regarding such loss shall be final and binding on the contractors.

b) The contractors shall at the time of standardization, cleaning etc. ensure that the mouth of each bag is cut open cautiously and with utmost care so as to avoid any damage or loss to the bags and wastage of foodgrains. The contractors shall be liable for any loss to the Federation on this account and the decision of the Managing Director or an officer acting on his behalf in the matter shall be final and binding on the contractors.

c) The contractors shall carry empty bags from the gunny storage godowns or from any other place indicated by the Managing Director or an officer acting on his behalf to place(s) of operations for bagging, re-bagging etc. and no extra remuneration for such carriage of empty bags will be payable on any account.

12. In carrying out the various operations involving carriage of bags inside or outside godowns, it is desirable to use wheeled contrivances like hand-trolleys progressively introduced for the elimination of lot of the labourers. The contractors at their own cost will supply such hand trolleys or wheel contrivances to the labourers. No extra remuneration whatsoever for such use of hand trolleys etc. for carriage of bags will be payable as it shall be deemed included in the rates provided for the relevant services.

13. The contractors shall be responsible for keeping a complete and accurate account of all supplies of foodgrains etc. and empty gunny bags received by them from the Federation and shall render account and furnish return and statements in such manner as the Managing Director or an officer acting on his behalf may prescribe from time to time.

14. The contractors shall be responsible for the safety of goods while in transit in their trucks/ carts any other transport vehicles and for delivery of quantity dispatched from the godowns, etc. as the case may be to the destination or the recipient to whom the grains etc. are required to be transported by the contractors. They shall provide tarpaulins on deck of the trucks, to avoid loss/damage of grains etc., through the holes/crevices in the decks of the trucks. They shall also exercise adequate care and take precaution to ensure that the

foodgrains bags are not damaged while in transit in their trucks/carts/any other vehicle. They shall deliver the number of bags and the weight of foodgrains etc. received by them and loaded on their trucks.

15. The contractors shall be responsible for performing all or any of the services detailed in and arising out of this contract also at night without any additional remuneration whenever required by Managing Director or an officer acting on his behalf.

16. The contractor shall, when required, supply Petromax lamps for carrying out work during night. The actual charges not exceeding Rupee ten per night/day per light hired by the Contractors for working at night or during day time in such godowns which are insufficiently lighted, will be paid by the Federation on submission of bills supported by relevant vouchers in original. The bills for hire charges for lights will be required to be certified by the concerned HAFED Manager/Incharge.

17. The contractors shall be liable for all costs, damages, charges and expenses suffered or incurred by the Federation due to the contractor's negligence and un-workman like performance of any service under this contract or breach of any terms thereof or their failure to carry out the work with a view to avoid incidence of demurrage, warfage etc. and for all damages or losses caused to the Federation or particular to any property or plant belonging to the Federation due to any act whether negligent or otherwise of the contractors themselves or their employees. The decision of the Managing Director or an officer acting on his behalf regarding such failure of the contractors and their liability for the losses, etc. suffered by the Federation shall be final and binding on the contractors.

18. The contractors shall provide and maintain correct weights and scale and carry out all the weighment accurately. Managing Director or an officer acting on his behalf shall have the right to check the weights, scales and weight of any bag or bags or to open any bag for examination.

19. Deduction of EPF, as applicable as per EPF Act shall be made from the labour bills and online deposit proof of EPF in the account of concerned worker account should be submitted alongwith the bills by the contractor.

20. The contractor will provide the complete addresses of the labourers /persons engaged for the various operations in or outside the godowns and will submit the details of online salaries/wages paid to his workers duly verified from the Manager HAFED concerned within 7 days of the next month of the work done. In case of labour & construction society, the concerned society will submit the list of its members who work as labourer. The list should

be duly verified from the concerned Manager and Field Inspector HAFED. In case the list is not supplied then the EPF will be deducted as per rules.

21. **Income Tax:** Deduction of income tax & surcharge, if any, shall be made at source as per Income Tax Act. Any other statutory deductions imposed under any Act will be applicable on the contract.

22. **ARBITRATION**

(a) In case of any dispute arising out of this contract or regarding interpretation of the Clauses of the agreement, the matter shall be referred for arbitration to the Managing Director, Hafed or his nominee whose decision shall be final and binding on both the parties and shall not be called into question.

(b) It is the term of this contract that in the event the Managing Director being transferred or vacating his office or being unable to act as arbitrator for any reason, shall appoint another person to act as Arbitrator in accordance with the terms of this contract.

(c) The cost of arbitration shall be borne by the parties as per decision of the Arbitrator.

(d) The demand for arbitration in respect of any claim(s) of the contractor shall be in writing and made within 12 months of the date of termination or completion of the contract failing which, the claims shall be deemed to have been waived off and absolutely barred and the Federation shall be discharged and released of liabilities of the contract. Subject as aforesaid the Arbitration & Conciliation Act, 1996 shall apply to the arbitration proceedings under this clause.

APPENDIX-I

(upload scanned copy of APPENDIX-I duly filled from sr. no 1 to 11)

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

**TECHNICAL BID FOR LOADING/ UNLOADING AND HANDLING OF FOOD
GRAINS IN 7/10 YEARS GUARANTEE GODOWNS OF HAFED**

..... **CENTRE.**
(Reference Para 3 (a) of Invitation to Tender and clause IV of Annexure to Tender)

(To be filled in by the Tenderer)

1. Name and address of tenderer

M.No.

Phone No.

E.mail ID

Telegraphic address: _____

Date of Birth of the tenderer.....

2. **Composition of Tenderer** :- It should be stated whether the tenderer is a Hindu Joint Family business, proprietorship concern or registered partnership firm or a Limited Company or a Co-operative Society, the authorized and paid up capital should be stated: _____

3. **Business in which the tenderer is employed** :- The nature of business in which the tenderer or partner of the tender's firm are engaged should be stated together with particulars of where Head Office, branches, if any, are located:

i) Present Business

ii) Head Office

iii) Branches: 1.....

2.....

3.....

iv) **Tenderers' Bank** :- The name of the Bank or Banks and the branches with which the tenderers has dealing and who can certify the tenderer's financial status, should be given: 1.....

2.....

3.....

5. Information regarding Income Tax:-

(a) Name under which assessed for Income-Tax:

_____.

(b) Income tax Circle/District where assessed:_____.

(c) Year & amount of Income Tax last paid:_____.

(d) Income Tax PAN No.....
(Enclosed an attested copy)

6. Detail of EMD enclosed: Name of Godown applied for :-_____

Amount of earnest Money_____

7. TECHNICAL EXPERTISE

WORK EXPERIENCE:

(Enclose experience certificate for handling of food grains or similar products for a State/Central Food Grain Handling Agency . For the purpose of calculation of work handled by the tenderer, work carried out by all the partners of the tenderer will be taken into consideration. However to be eligible, the firm, Company or at least one of the partners should have at least 3 years experience.

Sr. No.	Name of client served	Contract period	Product handled	Volume in MT	Value of contract executed (Rs.)

2. Whether your firm/company is blacklisted by HAFED or any other Public Sector/ Govt./Quasi-Govt. Organization/ any other client. (Enclose Certificate in Annexure – ‘C’) **Yes/ No**
3. Whether your contract was terminated before expiry of Contract period or Security Deposit/EMD forfeited by HAFED or any other public sector/Govt./Quasi-Govt. Organization/any other client. **Yes/ No**
4. Whether penalties were imposed by HAFED during any previous / existing Contract whose value exceeded 10% of the value of the contract. **Yes/ No**
5. Whether proprietor/partner/Director(as applicable) has been prosecuted by any judicial court for any criminal breach of trust. **Yes/ No**

8. DETAILS OF SISTER CONCERNS

- (a) Name & Address: 1.
.....
2.....
.....
- (b) Activities engaged in by Sister Concerns
- (c) Names, address & Telephone Nos. of Proprietors/Directors/ Partners of Sister Concern.
- i) The blacklisted parties by HAFED or Govt./Quasi Govt. Organization will not be qualified.
- ii) The parties whose EMD is forfeited by HAFED will not be qualified.
- iii) HAFED reserves the right not to consider parties having any dispute with HAFED in order to protect its interest.

9. OPERATIONAL PRESENCE AND INFRASTRUCTURE

Details of offices in the state where operations are required for execution of contract

State	Office Location	Office Address and contact details

10. FINANCIAL SOUNDNESS:

- i) Name of bankers, addresses & Telephone Nos. _____
- ii) Details of credit limits/facilities enjoyed (Please give certificate from the Bank)

Sl. No.	Name of the bank	Type of credit (i.e. C/C, O/D etc.)	Amount of Credit Limit sanctioned (Rs.)

iii)

Details of solvency of the Firms as assessed by bank:-

Name of the Bank	Amount of Solvency Certificate (Rs.)	Date of solvency certificate

(Please give solvency certificate from the Bank giving the amount issued not earlier than three months from the date of application.

iv) Turnover during the last 3 Years:-

Year	Turnover

v) Details of Balance Sheet of the Firm for the preceding three years.
(Please enclose copies for the preceding three financial years (duly audited))

vi) Profit & Loss Account Statement for the preceding 3 years.

vii) **Details of immovable property owned by Firm/Proprietor/Director/Partners.**

Sr. No.	Type of Property	Identification No. with address	Owned in the name of	Present value (Rs.)

Add Notary Attested copy of the Registration Deed or Jama Bandi of the land and documentary proof of other immovable properties.

OR

ENCLOSED A DECLARATION AS UNDER:

I/We hereby solemnly declare that I/We Proprietor/Director/Partner/Firm do not own any property.

11. **LIST OF ENCLOSURES**

Sr. No.	Document to be uploaded by the tenderer	Bidder response (Yes/No)
1	List of Partners/Directors (As per Annexure A)	
2	Declaration about relationship with Hafed Employees (As per Annexure B on stamp paper of Rs. 15/-)	
3	Whether your firm/company is blacklisted by HAFED or any other Public Sector/ Govt./Quasi-Govt. Organization/ any other client. (Enclose Certificate in Annexure – 'C')	
4	Scanned copy of APPENDIX-I duly filled from sr. no 1 to 11	

5	Earnest Money deposit detail	
6	Certificate of tenderer regarding acceptance of all terms and conditions of tender document (signed with seal)	
7	Certified copy of Partnership deed/Articles of Association & Memorandum of Association/ Bye-laws etc. as applicable	
8	Power of attorney/Authorization letter for signing the tender form	
9	Certificate of Registration	
10	Experience certificate of handling work of food grain for a State/Central Food Grain Agency for the last three three years with minimum turnover of atleast Rs 20 Lakh in each of the last 3 years.	
11	Certificate from the bank Reg. credit limits enjoyed (Bank CC limit)	
12	Solvency certificate issued by any schedule bank	
13	Bank statement for the last 6 months from bankers	
14	Income tax return for last two years	
15	Copy of registration deed of the property owned by the tenderer/ partners	
16	Detail of assets with proof.	
17	Audited Profit & Loss Account and Balance Sheet of last three years	
18	Copy of PAN card	
19	Copy of Service Tax registration number.	
20	Copy of the EPF Registration no	
21	One passport size photograph of tenderer	

Signature:.....

Name :

Capacity in which
Signing

Name of the Firm:

.....

Stamp of the Firm:.....

ANNEXURE- 'A'
List of Partners/ Directors

Sl. No.	Full Name of the Partner/ Director
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11	
12	

I/We hereby solemnly declare that the Proprietor/Partner/Director of this Firm/ Company mentioned at Sl. Nos. is/are common/not common (Strike off whichever is not applicable) with any other Firm/Company who has applied for pre-qualification against same advertisement. In case of common Proprietor/Partner/Director in other firm who has also applied for pre-qualification against same advertisement, please mention the name of the Firm/Firms.

(Signature & Seal)
(Authorized Signatory)

Declaration about relationship with Employee of HAFED.

I/We hereby solemnly declare that the Proprietor/one or more Partners/Directors of this firm/company has relationship/has no relationship (Strike off whichever is not applicable) with the employee of HAFED.

**(Signature & Seal)
(Authorized Signatory)**

Place: (Signature of Tenderer)
Dated: Capacity in which signing

(on stamp paper of Rs.15/-)

CERTIFICATE

I/We/M/s _____

Certify that I/we have not been black listed by any of the Government/Semi Government Department/s and am/are not connected to any firm who has been so black listed.

Dated:

Sign. _____

(Tenderer) _____

APPENDIX -II
AGREEMENT

The Haryana State Co-operative Supply & Marketing Federation limited (HAFED) having agreed to grant the contract of Handling of food grains stocks @ _____ in its godown(s), constructed at _____(Haryana) in response to the submission of the sealed tender by me/us on _____ in the office of the District Manager, The Haryana State Co-operative Supply & Marketing Federation limited , _____.

I/We _____
_____ (full name & address of the contractor) am/are executing this agreement on dated _____ and hereby confirm that I/We have thoroughly examined and understood the entire terms and conditions of the tender invited by HAFED in respect of receipts, dispatches, standardization and ex-godowns releases etc., and also those of general conditions of contract and its appendixes and agree to abide by them. I/We am/are willingly undertaking the said work consequent on the approval of the tender given by me/us (**at par or _____% Above**) the schedule rates specified in the **Appendix-III** thereto which forms part of this agreement. The terms and conditions supplied/incorporated in the Tender Form shall also be equally applicable on both the parties and shall be treated as part of this agreement.

I/We assure the said Federation that I/We will undertake the said work to the best of my/our ability at all stages during the tenure of the contract. This agreement will remain in force w.e.f. _____ to _____ or any subsequent date upto which the contract is extended.

(CONTRACTOR)
(Capacity in which signing)

Witnesses: Signature with full address: -

- 1
- 2.

DISTRICT MANAGER
For and on behalf of the
The Haryana State Co-operative
Supply & Marketing Federation
limited.....

APPENDIX- III

SCHEDULE OF RATES FOR SERVICE

Sr No.	Description of service	Rate per 100 bags of foodgrains for the filling upto 50 Kgs. (In Rs.)
1.	Unloading of foodgrains from Cart/trucks and stacking thereof in the godowns	35.00
2.	Lifting and carrying of Rice bags from temporary stacking yard and stacking thereof in the godowns upto 75 ft distance.	35.00
3.	Lifting and carrying of foodgrain stocks from temporary stacking yard and stacking in to the godowns for distance more than 75 ft, but upto 150ft.	45.00
4.	De-stacking and loading of food grains into carts/trucks	30.00
5.	Changing of bags(re-conditioning of bags) including paltai into another, opening, sewing and weighment.	20.00
6	Removing of bags from platform/road and stacking in the godown:- a) Without weighment b) Including weighment on beam scale/platform scale	10.00 15.00
7.	Unloading of Rice of the Rice Miller and Temporary stacking thereof in temporary stacking yard for inspection and 10% test weighment	50.00
8.	Loading of Rice stocks from temporary stacking yard and loading into trucks/ carts in case of rejection of rice stocks.	25.00
9.	a) Sutli for re- bagging (Flat rate) b) Machine stitching (Flat rate)	15.00 75.00
10.	Stacking of reconditioned bags in the same godown.	6.50
11.	Loading of reconditioned bags into carts/trucks.	6.50
12.	Sewing after Pura Karai (bringing to standard weight) when re-bagging is not involved, including weighment.	20.00
LOCAL CARTAGE:		
13.	a) Shifting of bags from one stack to another stack in the same godown, where carriage is not involved. b) Where carriage is involved	16.50 23.00
14	Shifting of bags from one godown to another godown including cartage (upto 500 metres-no premium allowed).	37.50
15.	Removing out of godowns, weighing on	16.00

	platform/beam scale and restacking in godown after P.V. of stocks.	
16.	Collection of loose/spilled grains Cart/truck/godown cleaning and filling in bags upto prescribed weight including weighment and sewing.	35.00
BARDANA:		
17.	Unloading of gunny bales from Carts/trucks and Stacking in godown up to minimum 3 layer height. i) Jute ii) HDPE	2.50 per bale 1.00 per bale
18.	Breaking of stack and loading of gunny bales into Truck/Carts. i) Jute ii) HDPE	3.00 per bale. 1.40 per bale.
19.	Collection of loose gunnies, bundling them i.e 25 gunnies in a bundle, tying/sewing of bundles including cost of sutli and stacking in designated area or loading into transport vehicle.	10.00 per bundle
20.	Loading of bundles into trucks/carts etc.	5.00 per bundle
MISC.		
21.	Unloading of wooden crates from Trucks/Carts and placing in countable manner in godown/plinth.	1.00 per crate (Flat rate)
22.	Loading of wooden crates into truck/carts etc.	1.00 per crate 1.01 (Flat rate)
23.	Unloading of tarpaulins/ poly, covers from Transport vehicle and stacking in godown etc. in countable manner.	1.00 per unit (Flat rate)
24.	Loading of tarpaulins/polythene covers into trucks/carts etc.	1.00 per unit (Flat rate)
25.	Local cartage of wooden crates Tarpaulins/Polythene covers.	20.00 per hundred unit

Note-I:-

1. No compensation shall be admissible to the contractors on account of non-availability of work sufficient to engage the number of trucks/carts or any other vehicle/labour specified in any programme issued by the Managing Director, The Haryana State Co-operative Supply & Marketing Federation limited , or an officer acting on his behalf.

2. The weight of bags of foodgrains etc. loaded/unloaded, into/from trucks/carts or any other vehicle at the godowns / other loading and unloading point(s) shall be worked out on the basis of cent percent weighment, or 10 per cent if the bags are standardized before being loaded/unloaded. The representative of the contractors shall be present at the time of checking of weights at the loading/unloading points etc.

3. A bag of paddy weighing upto 35 Kg. shall be treated at par with that of a bag of wheat having 50 Kg packing for handling operations only. However, variation of 5% either side in the weight of paddy bags is permissible.

4. No compensation shall be admissible to the contractor in respect of the detention of truck/any other vehicle at godowns, railway station/railway siding or any other loading/unloading point(s) or any other place(s) unless such detention be of extra ordinary kind and the decision of the Managing Director, The Haryana State Co-operative Supply & Marketing Federation limited on all such claims shall be final, both as regards the admissibility and the amount, if any, of the compensation.

Note-II-

No charges other than those mentioned above shall be payable in respect of the services described in the schedule of services or any other duties, services and operation which are auxiliary and/or incidental to Principal services.