



THE HARYANA STATE COOPERATIVE SUPPLY AND MARKETING FEDERATION LIMITED

District Office- Hafed, Industrial Area, Rohtak Road, Sonapat

E.Mail: dmhfdspn@hry.nic.in, Mob: 93151-92934

SHORT TERM E-TENDER NOTICE

The Haryana State Cooperative Supply and Marketing Federation Limited (HAFED) Sonapat invites E-tender for Handling & Transportation of Foodgrains under MDM scheme for the year 2017-18 i.e. 01.04.2017 to 31.03.2018 of Sonapat District.

Sr. No.	Name of Work	EMD to be deposited	Tender document Fee and E-services fees	Start Date & Time of Bid Preparation & Submission	Expiry Date & Time of Bid Preparation & Submission
1.	Handling & Transportation of foodgrains under MDM Scheme of Sonapat District	Rs.100000/-	500 + 1000= Rs.1500/-	11.03.2017 at 03.00PM	24.03.2017 at 05.00PM

The tender document containing eligibility criteria and other terms & conditions is available at Haryana Single e-procurement portal at <https://haryanaeprocurement.gov.in> or Hafed website www.hafed.gov.in. The schedule of downloading of tender document & bid submission and opening of Technical & Financial Bid is given as under:-

SN	Particulars	Remarks
1	Super scribed No. of Tender	
2	On line submission of EMD, Tender Fee & e-service Fee	Upto 5:00 PM on 24-03-2017
3	On line Bid submission	Upto 05:00 PM on 24-03-2017
4	Date and Time of opening of Technical Bids	At 10.00 AM on 29-03-2017
5	Date and Time of opening of Financial Bids of only valid Tenderer	At 10.30 AM on 29-03-2017

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, Addl. Dy. Commissioner Office, Sonapat** 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 Sonapat**

Detailed Notice Inviting Tender

E-Tender is invited for Handling & Transportation of Foodgrains under MDM scheme for the year 2017-18 as per details mentioned below in two Bid system i.e. Request for Pre-Qualification/Technical Bid (online Bid under PQQ/ Technical Envelope) and Request for Financial Bid (comprising of price bid Proposal under online available Commercial Envelope):-

Sr. No.	Name of Work	EMD to be deposited	Tender Document Fee and E services fees	Start Date & Time of Bid Preparation & Submission	Expiry Date & Time of Bid Preparation & Submission
1.	Handling & Transportation of Foodgrains under MDM Scheme for the year 2017-18	Rs. 1,00,000/-	Rs. 500/-+ Rs. 1000/-=1500/-	11.03.2017 at 03.00 PM	24.03.2017 at 05.00 PM

Under this process, the Technical Bid Application as well as online Price Bid shall be invited at single stage under tqo 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.

- The payment for Tender Document Fee and e-Service Fee shall be made by the parties online directly through Debit Cards & Internet Banking Accounts and the payment for EMD can be made online directly through RTGS/NEFT or OTC Please refer to 'Online Payment Guideline' available at the Single e-Procurement portal of GoH (Govt. of Haryana) and also mentioned under the Tender Document.**
- 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 required EMD in due course of time. The intended parties fails to pay EMD fee under the stipulated time frame shall not be allowed to submit his/her bids for the respective event/Tenders.**
- The interested parties/bidders must remit the funds at least T+1 working day (Transaction + One Day) in advance as given under Key Dates **and make payment via RTGS/NEFT or OTC to the beneficiary account 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.500/-) 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.

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

Key Dates

Sr. No.	HAFED Stage	Party Stage	Start / expiry date and Time
1		(i) Downloading of Tender Document / Online Bid Preparation. (ii) Online directly transfer of funds through RTGS/NEFT or OTC (Tender document fee Rs.500/-, e-Service fee Rs.1,000/-) and required EMD (as mentioned against each itmes)	11.03.2017(03.00PM) to 24.03.2017(05.00PM)
2	-	Submission of online Bid	11.03.2017(03.00PM) to 24.03.2017(05.00PM)
3	Opening of Technical Bid	-	29.03.2017(10.00AM)
4	Opening of Financial Bid	-	29.03.2017(10.30AM)

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/Pre-requisite 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 eProcurement portal <https://haryanaeprocurement.gov.in>

7. Key Dates:

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all 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 Bahrain 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 and 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. Tamilnad 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 below furnished details.

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

**Tender documents and Terms and Conditions for Handling/Transportation
Work under Mid Day Meal Scheme for the year 2017-18.**

Price of the tender documents:- The tenderer/bidder shall have to deposit an amount of Rs.500/-.

Opening of tender:- Technical Bid shall be opened on 29.03.2017 at 10.00AM and the Financial Bid of the tenderers/bidders who qualified in the Technical Bid shall be opened on 29.03.2017 at 10.30AM. These Bids shall be opened at **Conference Hall, Addl. Dy. Commissioner Office, Sonapat** in the presence of tenderer who may wish to be present.

Invitation of Bids:

1. Tenderers are advised to study all technical and commercial aspects, instructions, forms, terms and specifications carefully mentioned in the tender document. Failure to furnish all information required in the Tender Document or submission of a bid not substantially responsive to the Tender document in every respect will be at the tenderer's risk and may result in the rejection of the bid.
2. The Payment for Tender Document Fee **Rs.500/- (Rs. Five hundred only) and E-service Fee of Rs.1000/- (Rs. one thousand only)** both are Non- refundable can be made by eligible parties/bidders online directly through Debit Cards or Internet Banking Accounts and the Payment for EMD of can be made online directly through RTGS / NEFT and the bidder would remit the funds on or before specified date and make the payment via RTGS / NEFT to the beneficiary account number as mentioned in the challan.
3. No interest shall be payable by Hafed on the EMD amount deposited by the party.

Procedure for submission of Bids

1. The bids shall be submitted online in two separate envelopes:
Technical Envelope: Technical Bid
The bidders shall upload required eligibility & technical documents online in the Technical Bid.
Commercial Envelope: Commercial Bid
The bidders shall quote the rates in price bid format under Commercial Bid.
2. Hafed reserves the right to reject any/all tenders without assigning any reason whatsoever.
3. **Negotiations will be held on the same day after opening the financial bids. Bidders are therefore requested to remain present at the time of opening of financial bid and negotiation.**

Validity of offer: The offered rates should be valid for a period of **Ten (10)** days from the date of opening of e-tender.

The contractor/firm /company who can undertake the handling/transportation work of food-grains and allied material under the scheme and having sufficient fleet of vehicles in his/their name or arrange vehicles on hire lease basis to carry on the business of transportation can only participate in the tender.

The contractor/firm /company will lift food-grain from Base Depot/linked Depot after verifying quality and weight of food-grains and will be responsible for delivery of quality and quantity to the various schools in the state. contractor/firm /company shall provide adequate number of vehicles to DM Hafed concerned or any other officer on his/their behalf from time to time for regular supplies of food-grains to the schools.

The contractor/firm /company must get himself/themselves well acquainted with terms and conditions of the tender, location loading/unloading points, route chart etc. before submission of tenders. Once a tender is submitted it shall be deemed that tenderers have well acquainted himself with the terms and conditions. In case the rates are quoted in a manner other than mentioned in terms and conditions, tenders are liable to be rejected. Conditional tender will not be accepted.

1. Objects /description of work

Lifting, loading, unloading, handling, transport and delivery of food grains etc. (wheat, rice) to all schools after lifting the same from FCI/ agencies godowns. The tenderer shall have to quote rate for the District for MDM scheme. Tenderers will be required to undertake the entire transportation work in the district as given here under:-

Sr. No.	Description
Group “ A”	Transportation rates of food grains from the godowns situated within district to various schools falling in the district.
Group “ B”	Transportation rates of food grains from the godowns situated outside the district to the various schools in the outer district.

2. Volume of work :-

No definite volume of work to be performed, can be guaranteed during the currency of contract. Hafed will also have exclusive right to appoint one or more contractors at any time during the tenure of contract for any or all services. No claim, lie against Hafed by reason of such division of work.

The transporter shall have to execute all the work to the full satisfaction of the Deptt. . Directions for the proper execution of the contact or for speedy and careful handling of food grains issued under this scheme shall be binding on him.

Transporter shall have no objection for utilizing the services of own vehicles by Hafed/Societies.

3. Earnest Money:-

Each tender must be accompanied by an earnest money of Rs.1,00,000/-(One Lac Only) and the payment for EMD can be made online directly through RTGS/NEFT to the beneficiary account number specified under online generated challan available at Single e-Procurement Portal of Govt. of Haryana.

Tenders not accompanied by Earnest Money shall be summarily rejected. If any tenderer has previously held any contract and furnished security deposit, the same shall not be adjusted as earnest money against this tender. The earnest money shall be liable to be forfeited if the tenderer after submitting his tender resiles from or modifies his offer. The earnest money is also liable to be forfeited in the event of the tenderer withdraw before the validity period or tenders failure after the acceptance of his tender to furnish the requisite cash security deposit by the due date without prejudice to any other rights and remedies of Hafed under the contract and law.

The earnest money will be returned to all unsuccessful tenderers, as soon as practicable after decision on tenders and allotment of work to a successful tenderer and deposit of security. No interest shall be payable on the amount of earnest money .

In case the lowest tenderer fails to deposit the security or also fails to execute agreement within 72 hours of the issue of the acceptance letter by District Manager. Hafed earnest money/security deposit shall be forfeited without any further notice and the Committee shall consider to award the contact to the next lowest party. In case the second or third party also does not undertake the work then the Committee shall consider to invite fresh tenders.

In the eventuality of L-1 not being able to work as per the terms, offers will be made to L-2 to work at L-1 rates. In case L-2 is willing to work at L-1 rates, he will be allotted the balance work. In case of unwillingness of L-2, offer will be made to L-3 to work at L-1 rates. In case L-3 is willing, L-3 will be allotted the work at L-1 rates. Should L-3 not be willing, then negotiation will be held with L-2 and if the rates of L-2 are unreasonable, the authority will be free to make a counter offer to L-2 and if this not accepted the discussion with L-2 will be terminated and similar negotiation will be entered with L-3. The authorities may quote a counter offer here also as in the earlier case if L-3 rates are unreasonable or the subsequent rates quoted by L-3 are felt to be unreasonable or high. In case there is no acceptance of counter offer or if the rates in negotiations are too high, the committee may cancel the tender. Fresh local tenders will be called, if necessary, giving 24 hour notice.

In case the lowest tenderer fails to deposit the security or also fails to execute agreement within 72 hours of the issue of the acceptance letter by District Manager. Hafed earnest money/security deposit shall be forfeited without any further notice and the Committee shall consider to award the contact to the next lowest party. In case the second or third party also does not undertake the work then the Committee shall consider to invite

fresh tenders. The tenderer must furnish full precise and accurate details in respect of information asked for in the tender form.

4. Security deposit:-

The successful tenderer shall furnish security money **within 72 hours** of the acceptance of his tender by the Committee and acceptance of the offer is conveyed by District Manager Hafed concerned after obtaining approval of Managing Director Hafed to the tenderer in writing for security deposit. The total security amount taken from the successful tenderer will be Rs. 3,00,000/-, which will be inclusive of EMD already deposited online. The security amount shall be deposited in favor of the District Manager, Hafed concerned, in the form of demand draft/pay order of scheduled banks. Besides security, transport contractor shall provide two **tangible sureties of Arthias Rs.5.00 lac** each to the District Manager, Hafed.

The security deposit furnished by the tenderer would be subject to the terms and conditions given in the Tender form. Hafed will not be liable for payment of any interest on the security deposit or any depreciation thereof. The security money shall be refunded after satisfactory completion of contract/tender and getting No Dues Report from the concerned officials.

5. Period of Contract:-

The contract shall remain enforce for a period one year i.e **1.4.2017 to 31.3.2018**.

The Committee is at his sole discretion:-

- (i) To extend the period of contract for another **one year** further beyond the original contract period on the same rates, terms and conditions and contractor has to work accordingly.
- (ii) To terminate the contract at any time during its currency in case of any default/violation of terms and conditions of tender of transportations by committee without assigning any reasons. The intimation to contractors shall be sent at their last known place of residence/business and the contractors shall not be entitled to any compensation by reason of such termination. The notice of termination of contract shall be given to the contractors in writing by District Manager. Hafed District office concerned with the approval of the MD Hafed. The orders of MD Hafed under this clause shall be final conclusive and binding on the contractor and shall be called into question.

6. Opening of Tender:-

The tenders will be opened by the Committee constituted for the purpose at the time and as per fixed schedule. The tenderers will be at liberty to be present either in person or through an authorized representative at the time of opening of tender. However, if due to some unavoidable reasons the tender cannot be opened as per fixed schedule, Time and date of opening of tender shall be intimated to tenderers by District Manager Hafed in consultation with the Committee at the time of opening of

the tender. The tender shall remain valid for acceptance upto 90 days from the date of opening of tender. In case any tenderer withdraw the tender before the validity period, the earnest money deposited shall be forfeited without giving any notice.

7. Signing of tenders:-

Person or persons signing the contract shall state in what capacity he is or they are signing the tender e.g. as sole proprietor of a firm or as a Manager/Secretary etc. of a limited Company. In case of a 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 matter participating 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 signing the tenders empowered to do so on behalf of the company will be furnished. A copy of the Memorandum and Articles of Association of the Company shall be attached to the tender.

The persons 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 on his favor, stating that he has authority to bind such other person or the firm as the case may be, in all the matters pertaining to the contract. If the person so signing the tender, fails to produce the said power of attorney, his tender shall be rejected by the Committee. The person/firm/Co. who retained on defaulter/black listed by the Govt. or Semi Govt. offices or state procuring agencies including FCI shall not be entitled to submit the tender. Such tender shall be rejected out rightly. The tenderers have to submit affidavit duly attested by Notary to this effect.

8. Documents to be attached to tender :-

Attested copies of partnership deed and power of attorney must be submitted by the tenderer along with Technical bid in the tender. After a final decision about the tender is taken the successful tenderer shall produce original partnership deed and power of attorney within 3 days of the acceptance of tender, failing which Hafed will be entitled to cancel the contract at the risk and cost of tenderer and forfeit earnest money and security deposited by him.

The tenderer will submit photo copy of RC original for verification of vehicles owned or to be hired of lease out by contractor. District Manager Hafed shall be at liberty to check the authenticity of vehicles owned by contractor.

9. Scrutiny of the tenders:-

Scrutiny of tender shall be done by the Committee and necessary clarification required by them shall be furnished to the tenderers during the opening of tenders. It should be clearly understood by the tenderer that no opportunity shall be given to them to modify or withdraw tender at a stage when the rates are known to all tenderer.

10. Payments

Payment shall be made by District office concerned on submission of bills not later than 7th of next month duly supported and verified by concerned officer/officials of Hafed or the officer acting on his behalf, as the case may be, and also a certificate by the concerned schools that the transporter/ contractor has delivered the stock of food grains to the Schools. Payment to the contractors shall be made on the rates approved by M.D.Hafed.

11. Sub-letting:-

The contractor shall not sublet, transfer or assign the contract or any part thereof. In the event of the contractors contravening the conditions, Hafed shall be entitled to place the contract elsewhere on the contractors account and at their risk and the contractors shall be liable for any loss or damage which Hafed may sustain in consequence or arising out of such replacing of the contract. His security shall also be forfeited and he will be black listed.

12. Liability of contractor:-

All persons employed by the contractor shall be engaged by them as their own employees/workers in all respects and the responsibility under the labour laws like Factories Act or Workmen Compensation Act or Employees Provident Fund Act or ESI, Health, Payment of Wages Act or Contract labour (Regulation and Abolition) Act 1970 or any other similar related enactments in respect of all such persons shall be that of the contractors.

13. Deduction of Income Tax or any other tax:-

Deduction of Income Tax, Service Tax or any other tax if any applicable shall be made at source as per law in force by District Manager, Hafed. The licence, if any, required as per law shall also be taken by the contractor as their own cost.

14. Summary of Termination:-

- a) If any criminal proceedings are started against the contractor for any kind of misdeeds or the police arrest the contractor, Hafed shall be competent to terminate the contract and forfeit his security. The transportation work for the remaining period shall be got done from other sources without giving any notice at the risk and cost of contractor.
- b) In the case of the contracts having been declared 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 Committee shall be at liberty to terminate the contract without prejudice or any other rights or remedies under the contract and to get the work done for the un-expired period on contract at the risk and the cost of the contractors and to claim from the contractors entire loss sustained or cost incurred. In

case any FIR is lodged against the contractor on account of diversion or misappropriation of food grains or mishandling or wrong transportation to the Schools / Hafed focal points in the State of Haryana, the Committee is competent to terminate the contract and to forfeit the security money. Other action for recovery shall also be taken by District Manager.

- c) The Committee shall also have, without prejudice to other rights 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 unexpired period of the contract at the risk and cost of the contractors and or forfeit the security deposit or any part thereof from the sums due for any damages, losses charges, expense or costs that may be suffered or incurred by the Hafed due to contractors negligence or unworkman like performance of any of the services under the contract.
- d) The contractors shall be responsible to supply adequate and sufficient labour, scales/truck/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 District Manager Hafed concerned or any officer labour/scales and trucks/carts, the contractors fails to supply the requisite number of labour scales and truck cart and the Committee shall at the entire discretion without terminating the contract be at liberty to engage other labour scales trucks carts etc at the risk and cost of contractors who shall be liable to make good the loss to the District Manager, Hafed District office concerned, all additional charges, expenses, cost or losses that the Hafed may incur or suffer thereby. The contractor shall not however, be entitled to any gain resulting from instrument of the work of another party. The decision of the Committee shall be final and binding on the contractors.

15. Liability of contractors of losses etc. suffered by Hafed.

- a) The contractors shall be liable for all costs, damages, charges and expenses suffered or incurred by Hafed due to the contractor negligence and unworkman like performance of any services under the contract for the breaches of any terms thereof or their failure to carry out the work with a view to avoid incurrence of damages or losses caused to the Hafed due to any act whether negligent or otherwise of the contractors themselves or their workmen and their liability for the losses etc. suffered by Hafed concerned shall be final binding on the contractors.
- b) The contractors shall always be bound to act with reasonable diligence and in businesslike manner and to use such skill as expected of men of ordinary prudence in the conduct of their activities.
- c) The contractors shall be responsible for the safety of the goods from the time they are loaded on their trucks from loading point until they have been unloaded from their

trucks at door steps at Schools/focal point. Contractor shall be liable to make good the value of any loss, shortages or damage during transit. District Manager, Hafed concerned 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 District Manager, Hafed in this regard shall be final and binding on the contractors. The contractor shall have to make own arrangement for giving supplies of food grains to all the schools on 100% weightment and obtain receipt from the authorized representative of the Schools on the bill/Challan issued by the Hafed. He will make entries in the stock register of representative of the Schools in case Hafed employee does not accompany the truck and detail of such entries will be informed to District Manager, Hafed on the same or next day. The contractor shall give delivery to the authorized holder at authorized place for which he will be sole responsible.

- d) The contractors shall provide sufficient number of tarpaulins for each truck/any other transport vehicle to cover the bags of food grains etc, and shall be responsible, if the foodgrains etc. are damaged by rain or any other way due to contractors failure to supply adequate number of tarpaulins or to take reasonable precautions. The decision of the District Manager , Hafed concerned in this matter shall be final and binding on the contractors. The contractors shall be liable for any loss which Hafed may suffer due to the negligence of the contractor.
- e) The contractor shall strictly abide by all rules and regulations of Transport/Police/Municipal Authorities/ District Administration and other Govt. regulations.
- f) The contractor will have to execute all the work to the full satisfaction of District Manager, Hafed and obey directions for proper execution contracts or for speedy and careful handling.
- g) The successful tender/contractor is bound to lift and transport of foodgrains on day to day basis within specified period as per direction of District Manager, Hafed concerned. In case he fails to do so and foodgrains are lifted by engaging any other mode, the extra expenditure payable by Hafed District office shall be recovered from defaulting contractor. Since the transportation of foodgrains are highly subsidized therefore time bound transportation is to be ensured by the contractors.

16. ARBITRATION

In case of dispute between contractor and DM Hafed still persist and not resolved the matter will be referred to Managing Director Hafed whose decision shall be final conclusive and binding on both the parties and shall not be called into question. Similarly for the recovery of amount of losses caused to the Federation by the contractor due to misappropriation or diversion of foodgrains by him, the matter shall be referred to Managing

Director Hafed for arbitration proceedings. Managing Director Hafed can hear arbitration case himself or can appoint any officer of Hafed or other Govt./Semi Govt. department as an arbitrator to hear the such reference and decision of the arbitrator shall be final and binding on both the parties to the contract.

TECHNICAL BID

Sr. No.	Documents to be uploaded
1.	Certified copy of Partnership Deed/Registration of firm & Power of attorney.
2.	Certificate from the proprietor/partner/firm authorizing firm's representative to sign/participate in opening and negotiation of the tender(signature dully attested).
3.	Certificate of work experience of minimum 3 years from concerned DC/Head of agency.
4.	Bank Statement for the last three years.
5.	Letter from the Bank of credit/limits enjoyed.
6.	Solvency certificate and statement of assets.
7.	Audited Balance Sheet/Profit & Loss A/c of the last 3 years.
8.	Affidavit to the effect that he/his firm is not black listed any time.
9.	Copy of PAN Card, TIN No. & Service Tax No.
10.	Details along with documentary proof of immovable property other than residential House, which may not be less than 10% of the cost of contract value.
11.	Proof of physical availability of Trucks/Canters along with registration of Trucks/Canters or agreement of availability of trucks from any truck Union/company.
12.	Certificate regarding acceptance of all the term & conditions as mentioned in the DNIT/tender documents

FINANCIAL BID

“Financial Bid for Handling & Transportation of Foodgrains under MDM scheme on behalf of Hafed in District Sonepat”

Sr.No.	Description	Rate to be quoted (Per quintal)
1	Rates for lifting of the stocks within the district from the FCI/ Agency Depot, its transportation for secondary storage, unloading, stacking, loading, further transportation to any school within the district and their unloading at the designated space in the respective school quantities as per quarterly indent under the Mid Day Meal Scheme.	