



# HARYANA AGRO INDUSTRIES CORPORATION LIMITED

(A Haryana Govt. Undertakings)

CIN No.U51219HR1967SGC041080  
EPABX: 0172-2561317, 2560920  
FAX: 0172-2561310, 2561313  
Website:www. haic.co.in  
Email: haicpk1@gmail.com

Registered office  
Bays No.15-20, Sector-4  
Panchkula

**E-Tender Inquiry No.6/HAIC/WH/HC/2020 Dated 24.09.2020**

## **Short Term E-Tender Notice**

E-Tender is invited for appointment of contractors for handling of foodgrains at HAIC godowns leased out to FCI at various locations under two cover 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):-

Appointment of contractors for handling of foodgrains at HAIC godowns leased out to FCI		EMD to be deposited (in Rs.)	Tender Document Fee & E- Services Fees	Start Date and Time of Bid Preparation and submission	Expiry Date & Time of Bid Preparation and Submission
Jind	23000 MT	1,00,000/-	5000 + 1000 = 6000	24.09.2020 (10:00 Hrs.)	06.10.2020 (12:00 Hrs.)
Barwala (Hisar)	18500 MT				
Tohana (Haryana Storage Godown)	19000 MT				
Tohana (Vasu Jain Godown)	20000 MT				

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

## Detailed Notice Inviting Tender

- **The payment for Tender Document Fee and e-Service Fee shall be made by eligible bidders 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 centralized e-Procurement portal of GOH (Govt. of Haryana) and also mentioned under the Tender Document.**
- Intending bidders will be mandatorily required to online sign-up (create user account) on the website <https://etenders.hry.nic.in> to be eligible to participate in the e-Tender. **The bidders will be required to make online payment of Rs.1,00,000/- towards EMD in due course of time from 24.09.2020 to 06.10.2020. The intended bidder who fails to deposit EMD within the stipulated time frame shall not be allowed to submit its bids for the respective event/Tender.**
- The interested bidders must remit the funds of EMD atleast T+1 working day transaction + One working Day) in advance i.e. **on or before 05.10.2020**; and make payment via RTGS /NEFT or OTC to the beneficiary account number specified under the online generated challan. The intended bidder thereafter will be able to successfully verify their payment online, and submit their bids on or before the expiry date & time of the respective events/Tenders at <https://etenders.hry.nic.in>

The interested 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 payments gateway is an online interface between bidders and online payment authorization networks.

The Payment for document fee/e-Service fee can be made by eligible bidders online directly through Debit Cards & Internet Banking.

The interested bidders must remit the funds atleast T+1 working day (Transaction + One working 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 Bidders can submit their tender documents (Online) as per the dates mentioned in the key dates:-

**Key - Date:-**

S.No.	Particulars		Details
1	Document reference number		24.09.2020
2	(i)	Downloading of Tender Document/online Bid preparation	24.09.2020 to 06.10.2020 upto 12:00 Hrs.
	(ii)	Online Tender Document Fee & E-Service Fees of Rs.5,000 + 1,000 =Rs.6,000/-	
	(iii)	EMD of Rs.1,00,000/-.	
3	Last date of submission of queries via email at <a href="mailto:haicpkl@gmail.com">haicpkl@gmail.com</a> by 5:00 PM on 28.09.2020.		28.09.2020 upto 5:00 PM.
4	Submission of online Technical and Financial Bid		24.09.2020 to 06.10.2020 upto 12:00 Hrs.
5	Opening of Technical Bid		06.10.2020 at 13:00 Hrs.
6	Manual submission of only additional document, if required.		07.10.2020 upto 17:00 Hrs. or till process is complete whichever is earlier.
7	Date of opening of Financial Bid		08.10.2020 at 11:00 Hrs.
8	HAIC contact details		Haryana Agro Industries Corporation Limited, Bays No.15-20, Sector-4, Panchkula-134109 Email: <a href="mailto:haicpkl@gmail.com">haicpkl@gmail.com</a> Tel. No. <a href="tel:0172-2561305">0172-2561305</a>

**Important Note:**

- The Applicants/bidders have to complete 'Application / Bid Preparation & Submission' stage on scheduled time as mentioned above. If any Applicant / 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".
- Applicant/Bidder must confirm & check his/her Application/bid status after completion of his/her all activities for e-bidding.
- Applicant/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 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 bidders intending to participate in the tenders process online are required to get registered on the centralized e - Procurement Portal i.e. <https://etenders.hry.nic.in>. Please visit the website for more details.

### **2. Obtaining a Digital Certificate:-**

- 2.1 The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the 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://etenders.hry.nic.in>.
- 2.3 The 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 bidder must ensure that he/she comply by the online available important guidelines at the portal <https://etenders.hry.nic.in> for Digital Signature Certificate (DSC) including the e-Token carrying DSCs.
- 2.5 Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during the stage of bid preparation. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).
- 2.6 In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent

to a no-objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.

- 2.7 In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.
- 2.8 The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

**3. Pre-requisites for online bidding:-**

In order to operate on the electronic tender management system, a user's machine is required to be set up. A help file on system setup/Pre-requisite can be obtained from Tenders Haryana or downloaded from the home page of the website - <https://etenders.hry.nic.in>. The link for downloading required java applet & DC setup are also available on the Home page of the e-tendering Portal.

**4. Online Viewing of Detailed Notice Inviting Tenders:-**

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

**5. Download of Tender Documents:-**

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

**6. 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 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.

**7. Online Payment of Tender Document Fee, eService fee & Bid Preparation & Submission (PQQ/Technical & Commercial/Price Bid) :-**

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

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

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

- (i) Detailed Tender documents may be downloaded from e-procurement website (<https://etenders.hry.nic.in>) and tender (bid) mandatorily be submitted online following the instruction appearing on the screen.
- (ii) Scan copy of Documents to be submitted/uploaded for Prequalification or Technical bid under online PQQ/ 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 PQQ or Technical Envelope.
- (iii) **FINANCIAL or Price Bid PROPOSAL shall be submitted mandatorily online under Commercial Envelope and original not to be submitted manually).**

**8. ASSISTANCE TO THE BIDDERS:-**

**For queries on Tenders Haryana Portal, Kindly Contact**

**Note:- Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while emailing any issue along with the contact details. For any issues/clarifications relating to the tender (s) published kindly contact the respective Tender Inviting Authority.**

**Tel:- 0120-4200462, 0120-4001002, Mobile:- 8826246593**

**E-mail:- [support.etender@nic.in](mailto:support.etender@nic.in)**

**For any technical related queries please call at 24 x 7 Help Desk Number 0120-4001002, 0120-4200462, 0120-4001005, 0120-6277787**

**For Support related to Haryana Tenders in addition to helpdesk you may also contact on e-mail ID [eproc.nichry@yahoo.com](mailto:eproc.nichry@yahoo.com) Tel:- 01722700275**

**Timing:-**

Technical Support Assistance will be available over telephone Monday to Friday (09:00 am. to 5:00 pm) (Helpdesk support team shall not be contacted for online bidding on behalf of the Contractors)

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

(Online Payment Guideline)

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

Post registration, bidder shall proceed for bidding by using both his digital certificates (one each for encryption and signing) & Password. Bidder 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 + eService Fee & EMD-cum-Security Amount Deposit:-

- A. Debit Card
- B. Net Banking
- C. Online

**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.
- (ix) In case of successful payment, a success message along with unique transaction id is passed on to e-procurement system. The e-tendering portal shall store the unique transaction number in its database along with the date and timestamp.
- (x) The e-Procurement portal allows 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.
- (xi) In case of successful payment, a success message along with unique transaction id is passed on to e-procurement system. The e-tendering portal shall store the unique transaction number in its database along with the date and timestamp.
- (xii) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

### **C. Online**

This solution shall also allow the bidder to make the EMD payment online. This shall add to the convenience of those bidders who are not conversant to use net banking option to make the transaction.

Using this module, bidder would be able to pay from their existing Bank account through online. This would offer a wide reach for more than 1,10,000 bank branches and would enable the bidder to make the payment from almost any bank branch across India.

1. To choose Payment of EMD, the bidder clicks on online payment option.
2. Upon doing so, the e-procurement portal will redirect the bidder to a page where it will generate a challan.
3. This challan shall include the beneficiary (Virtual) account number and other details like beneficiary IFSC code etc.

### **Online Payment Procedure**

This provision will ensure that no confidential details regarding the bidder or tender are disclosed to the third party while remitting the payment online.

**The bidder would remit the funds atleast one day in advance to the last day and make the payment online.**

SBI Bank shall receive this amount and credit the payment gateway service provider intermediary Departments/PSUs Escrow security deposit account post validating the first part of the beneficiary account number, i.e., the client code only. In case the validation of client code is not successful, the Bank shall return the funds and not credit the Techprocess Intermediary Departments/PSUs Escrow security deposit A/c.

**Do's and Don't's for Bidders**

S.No.	Scenario	Do's/ Don'ts
1.	In the event of making Payment through online	<p><b>Do's</b></p> <ul style="list-style-type: none"> <li>• It is the bidder's responsibility to ensure that online payments are made to the exact details as mentioned in the challan which are:</li> <li>• Beneficiary account no: &lt;client code&gt; + &lt;random number&gt;</li> <li>• Beneficiary IFSC Code: As prescribed by SBI Bank (this shall remain same across all tenders)</li> <li>• Amount: As mentioned on the challan. It is specific for every tender/transaction</li> <li>• Beneficiary bank branch: SBI Bank Ltd, CMS</li> <li>• Beneficiary name: As per the challan</li> <li>• For every tender, details in the challan are different and specific to that tender only. Bidder should not make use of a challan for making payment for another tenders' EMD</li> </ul> <p>It is advised that all the bidders make payment via-online at least one day in advance to the last day of tender submission as certain amount of time is required for settlement and various parites are involved. The payment may not be available for the bidder validation. In such cases bidder may not be able to submit the tender</p> <ul style="list-style-type: none"> <li>• Bidder has to make only single payment against a challan as per the amount mentioned on the challan.</li> <li>• Bidder must do the payment before tender validity gets expired.</li> </ul> <p><b>Don't's</b></p> <ul style="list-style-type: none"> <li>• Bidder should not enter erroneous details while filling the online form at their bank. The following possibilities may arise:</li> <li>• Incorrect IFSC code mentioned:- Transaction would be rejected and the amount would be refunded back in to the bidders account</li> <li>• Incorrect Beneficiary account number</li> </ul>

		<p>mentioned(&lt;client code&gt; + &lt;random number&gt;):-</p> <ul style="list-style-type: none"> <li>• In case, the beneficiary account number mentioned is incorrect the transaction would be rejected and the bid would not be accepted.</li> <li>• Incorrect Amount mentioned: The amount would be rejected if the amount mentioned in while making the payment is incorrect. Such cases will be captured as unreconciled transactions and will be auto-refunded directly to bidder's account. In the event of any discrepancy, payment would not be considered and bidder would not be allowed to bid/ participate.</li> <li>• Bidder is not supposed to use challan generated in one tender for payment against another tender since details in the challan are unique to the tender and bidder combination.</li> <li>• Bidder must not make multiple or split payments against a particular challan. Any split payment received against the same challan will be refunded back to the bidder.</li> <li>• Bidder would not be entitled to claim that he is deprived of participating in the tender because his funds are blocked with the division on account of incorrect payment made by the bidder</li> </ul>
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(A Haryana Govt. Undertakings)

CIN No.U51219HR1967SGC041080  
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Website: haic.co.in  
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Registered office  
Bays No.15-20, Sector-4  
Panchkula

## Instructions/Terms & Conditions for appointment of contractors for handling of foodgrains at HAIC Godowns leased out to FCI.

1. The tenderers must deposit EMD of Rs.1,00,000/- alongwith their offers for providing services of contractors for handling of foodgrains at HAIC godowns leased out to FCI is as under:-

S.No.	Contractors for handling of foodgrains at HAIC warehouses units leased out to FCI	EMD to be deposited (in Rupees)
1	Jind	1,00,000/-
2	Barwala (Hisar)	1,00,000/-
3	Tohana (Haryana Storage Godown)	1,00,000/-
4	Tohana (Vasu Jain Godown)	1,00,000/-

## 2. ELIGIBILITY CRITERIA

The tenderer should have the following eligibility criteria for participating in the tender.

- a) **Legal Valid Entity:-** The tenderer should be a Registered Company in India under Companies Act, 2013 **OR** Registered Partnership Firm **OR** Proprietorship Firm **OR** Public Sector Undertaking/Statutory Body **OR** Cooperative Societies **OR** Others.
- b) **Registration:** -The tenderer should be registered with the Goods Service Tax, registered under the labour laws, Employees Provident Fund Organization & Employees State Insurance Corporation etc.
- c) **Experience:-** The tenderer should have experience of handling of food grains of any State/Central Food Grains Handling Agency, during the last three preceding years. In case of partnership firm, experience of the firm and experience of the individual partners of the firm in which he remained one of the partner will be counted.
- d) **Annual Turn Over:** The Tenderer should have achieved the average annual turnover of a minimum of Rs.20.00 Lacs from the handling work of foodgrains during the last three preceding financial year.
- e) **Annual Accounts:** Annual Accounts, for the last three financial years i.e. 2016-17, 2017-18 & 2018-19 should be submitted with the Technical Bid.
- f) **Solvency Certificate:** The tenderer must have a Solvency Certificate from any scheduled/nationalized Bank for Rs.20.00 Lacs. The certificate should not be issued two months prior to the date of submission of tender and should have validity as on last date of submission of tender.

- g) **Cash Credit Limit:** The tenderer must have a Cash Credit Limit/over draft limit of Rs.15.00 lacs from any Bank. The Cash Credit Limit/over draft limit should be valid as on the last date of submission of tender.
  - h) **Net Worth:** The tenderer must have a positive net worth based on the accounts for the financial year 2018-19.
  - i) The tenderer should not have been blacklisted or debarred by HAIC, HSWC, HAFED, FCI or any State/Central Govt. Department or other Public Sector Undertaking as on the last date of submission of tender. Tenderers contract should not have been terminated by any State/ Central Public Undertakings/State/Central Government Departments during the last three years as on the last date of submission of the tender.
  - j) **Earnest Money:-** The bid should be accompanied by an **Earnest Money as detailed above.**
3. The terms and conditions of contract are mentioned in **Annexure-I.**
  4. A contract Agreement will also be executed with the successful contractor as per proforma given at **Annexure-II.** The notice inviting e- tender, all the schedules, appendices and annexures to the tender document and terms and conditions enumerated therein are to be read and construed as a part of this tender and shall be binding on the e-tenderer.
  5. The Schedule of Rates (SOR) for services of handling of food grains in godowns is at **Annexure – III.**
  6. Document to be attached supporting the eligibility criteria
    - a) i) Copy of certificate of Incorporation, copy of Memorandum and Articles of Association and list of current directors for Registered Company/PSUs/ Statutory Body.
    - ii) In the case of a partnership firm, a copy of the partnership deed, list of partners and copy of Registration of partnership deed and firm.
    - iii) In case of proprietorship firm, a declaration of proprietorship/sole proprietorship as per **Annexure-IV.**
    - iv) In the case of Co-op. Society, a copy of the bye laws of Co-operative Society, a copy of registration with Registrar of Co-Operative Societies with a resolution passed by the society to participate in the tender enquiry.
    - v) In the case of others, notarized copy of certificate of incorporation.
  - b) Attested copies of PAN Card of the company/partnership firm/proprietor/co-operative society as the case may be, Income Tax returns for preceding three financial years i.e. 2016-17, 2017-18 & 2018-19, Labour registration of any present contract, EPFO registration, ESIC registration, GST registration number.
  - c) Copies of experience certificates issued by the client(s) on their letter head for handling of foodgrains in warehouse of any State/Central Food Grains Handling Agency, during the preceding three years.

- d) Certificate of Chartered Accountant in regard to average annual turnover of Rs.20.00 lacs from the handling work of food grains in warehouse during the three preceding financial year.
- e) Attested copies of the audited balance-sheet/profit & loss accounts for the last three financial years i.e. 2016-17, 2017-18 & 2018-19 certified by the Chartered Accountants.
- f) Attested copy of Solvency Certificate issued by any scheduled/nationalized bank for a minimum amount of Rs.20.00 Lacs as per **Annexure-V**.
- g) Attested copy of certificate of minimum Cash Credit Limits/over draft limit of Rs.15.00 Lacs sanctioned by any bank.
- h) Certificate of Chartered Accountant in regard to positive Net Worth of the tenderer on the basis of the annual accounts for the year 2018-19 as per **Annexure-VI**.
- i) Proof for depositing Earnest Money, scanned copy of document showing UTR No. of RTGS/NEFT or proof for e-payment.
- j) An undertaking to the effect that any partner of the firm/ any Director of the Company/ any member of the Co-operative Society/ Sole Proprietor is not convicted of any offence by a court.
- k) In proof of having fully adhered to the eligibility criteria, a notarized undertaking on a stamp paper of Rs.100/- that the tenderer is not defaulter in regard to depositing the EPF/ESI.
- l) A notarized Affidavit on a stamp paper of Rs.100/- to the effect that it has never been blacklisted by any Central or State Organization/ PSU/Institutions/ Corporations/ Boards /Establishments and convicted by any Court for any offence as per **Annexure-VII**.
- m) A notarized Affidavit on stamp paper of Rs.100/- to the effect that tenderer accept all the terms and conditions of the present e-tender (**Annexure-VIII**).
7. The amount of earnest money deposited by the tenderer will be adjusted towards security amount required to be deposited by the successful tenderer as per detail given below :-

S.No.	Contractors for handling of foodgrains at HAIC godowns leased out to FCI	Capacity of the Godown	Total Security to be deposited (in Rs.)
1	Jind	23000 MT	3,45,000/-
2	Barwala (Hisar)	18500 MT	2,78,000/-
3	Tohana (Haryana Storage Godown)	19000 MT	2,85,000/-
4	Tohana (Vasu Jain & Com.)	20000 MT	3,00,000/-

In case of failure of the contractor to abide by the terms of the contract agreement or in case of any loss caused to HAIC due to their acts of

omission/commission, the security amount shall be forfeited without any notice and the work will be assigned to L-2 contractor and in case of refusal by L-2 contractor to any other contractor by HAIC, as the case may be. The security amount is to be deposited within 15 days from the date of award of contract. In case the contractor fails to deposit security amount within 15 days, the earnest money deposited will be forfeited and the offer will be cancelled and the work will be awarded to any other party at the sole discretion of HAIC. The security amount will be released after successful completion of the contract on producing "No Objection Certificate" from all the HAIC Offices.

8. HAIC shall terminate the contract in case the engaged contractor fails to deposit the security amount or fails to execute the agreement.
9. The tender shall remain valid and open for acceptance for a period of **45 days** from the last date of submission of tender.
10. The Tender of any contractor, who has not complied with one or more of the condition prescribed in the Terms & Conditions/technical parameter, will be summarily rejected.
11. Conditional tenders will also be summarily rejected. Financial Bids of only those tenders will be opened, who qualified the technical stage, in the presence of qualified tenderers, who may wish to be present. Negotiation will be held, if need be.
12. Any bribe, commission, and advantage offered or promised by or on behalf, of the Tenderer to any officer or servant of the Corporation 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 shall also make his tender liable to rejection.
13. The technical bid (**Annexure-IX**) and financial bids (**Annexure-X (a-d)**) shall be signed by the Director or the person duly authorized by the tendering organization by virtue of provisions of bye-laws or by memorandum and articles of association, Power of Attorney. Self attested one recent passport size photograph(s) of the authorized person(s) of the firm with name, Designation, Office/Residential Address, e-mail address and office Telephone numbers indicating that whether the Bidder Names, Addresses and Telephones numbers of Directors is also required to be submitted in the technical bid.
14. The rates less than 2% (two percent) will not be accepted. The rates shall be written only in two decimal places and in words correctly. In case rates quoted

by two or more bidders works out to be the same, then the ranking among such bidder will be made based upon the average turnover of the audited annual accounts of the last two financial years i.e. 2017-18 and 2018-19, with firm having higher average turnover being awarded the contract.

15. The documents in original shall be checked by the committee at the time of opening of Technical Bid.
16. Income & other Tax : Deduction of income tax, service tax, surcharge AND other tax, if any, shall be made at source as per Income Tax Act. The license, if any, required as per law shall also be taken by the contractor at their own cost.
17. In case of any dispute, the matter shall be referred for the sole arbitration to the Managing Director, HAIC or his nominee whose decision shall be final and binding on both the parties. The agency specifically agrees to the arbitration of the Managing Director, HAIC knowing fully well that HAIC will be one of the parties to the dispute to be referred for arbitration. The tenderer cannot question the arbitration proceedings/award on this ground.
18. The assessment of Bids will be as per the guidelines of Haryana State Government.
19. HAIC reserves the right to accept or reject any or all tenders without assigning any reason/ notice whatsoever and is not bound to accept the lowest tender. HAIC also reserves the right to scrap the tender enquiry at any stage without assigning any reason and HAIC will not be liable for any costs and consequences incurred by the intending tenderers.
20. There is no need to upload the e-tender documents except **Annexure-IV to Annexure-X (a-j)**, if the tenderer submit a notarized certificate on a stamp paper of Rs.100/- (**Annexure-VIII**).
21. **Any change / modification in tender condition will only be notified on website i.e. <https://etenders.hry.nic.in>**



## GENERAL INFORMATION

### 1. Place of operation and estimated capacity of the existing godowns:

a) Jind	:	23000 MT
b) Barwala (Hisar)	:	18500 MT
c) Tohana (Haryana Storage godown)	:	19000 MT
d) Tohana (Vasu Jain Godown)	:	20000 MT

#### NOTE:--

- i) Notwithstanding the number and storage capacity of the existing godowns and those expected to be constructed/acquired during the contract period, the description of which is given in the tender, the Corporation may, during the currency of the Contract, takeover/acquire/construct more godowns for storage as and when necessary. Alternatively, it may also be necessary for the Corporation to give up or release one or more godowns out of those. In such an event, the Contract shall not be rendered invalid and the contractor 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 Corporation for compensation/revision of rates or otherwise, due to increase/decrease in the number of godowns or the storage capacity of the godowns.
- ii) Ordinarily the bagged grain (50 Kg. packing) may be expected to be turned over thrice in two years but the Corporation cannot be held to that statement.
- iii) Weight of the stocks shall be required to be physically verified at least once in a year.
- iv) Non-standard bags on receipt shall be weighted cent percent while standard bags will generally be weight only 10%.
- v) Non-standard bags may be required to be standardized in the godowns.
- vi) The particulars given above are intended merely to help the tenderers to form their own idea of the approximate quantum of work involved in this contract. The tenderers must acquaint themselves fully with size and location of godowns viz a viz loading and unloading point. They are advised not to fully rely on the particulars given in the notes above as these are indicative and not exhausted. No guarantee is given that all the items of work shown shall be required to be performed. The successful tenderers shall be bound to execute all works as required under the terms of contract and shall not be entitled to make any claim whatsoever, against the Corporation for compensation, revision of rates or otherwise on the bases of particulars referred to above.

### 2. **Object of the contract :**

The contractor shall render all or any of the services given in Tender document as and when necessary as directed from time to time by the Managing Director or an officer acting on his behalf together with such additional, ancillary and incidental, duties, services and operations as may be instructed by the Managing

Director or an officer acting on his behalf and as are not inconsistent with terms and conditions of this contract.

**3. BRIEF DESCRIPTION OF WORK :**

- (I) Unloading/loading of food grains bags, from/into carts, trucks etc., stacking (simple/block/crisscross- as the case may be) the foodgrains bags, bagging, re-bagging wherever/whenever necessary, weight, standardization, cleaning of food grains etc. and transporting of food-grains within the premises whenever required.
- (II) The tenderers must get themselves fully acquainted with the size and location of godowns vis-a-vis, loading/unloading points before submission of tender and rates quoted by them for loading/unloading from trucks/carts/trolleys shall be deemed to have been done after such acquaintance. Once a tender is submitted by a tenderer, he shall be deemed to have fully acquainted himself with the size and location of godowns vis-a-vis loading/unloading points and he shall not be entitled to any compensation arising out of any discrepancy in the 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 annexed to the form of Tender. Tenderers are required to quote for all services covered by the annexure containing the terms and conditions in the Tender Form Annexure-1 as Price Bid 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 reduction or enhancement, as the case may be, in the rates mentioned in the said Schedule of Rates.

In case the rates are quoted in a manner other than mentioned above, the tenders are liable to be ignored. The Tenderer should not incorporate any condition in the tender as condition tenders will be similarly rejected.

**4. Disqualification Conditions.**

- (I) An undertaking attested by the Notary to the effect that the Company/firm/sole proprietor/Co-op. society which is submitting the tender is not black-listed by any State govt./Central Govt. and is Undertaking.
- (II) If the proprietor/any of the partners of the Tenderer firm/any of the Director of the Tenderer company have been convicted by a court of an offence, an undertaking to this effect duly attested by the Notary is to be submitted by the tenderer at the time of submission of the tender.

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

- i) 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 invitations instructions to the tenderers as given in the annexure to the form of this tender.
- ii) The instructions to be followed for submitting the tender are set out below:-

The successful tenderer shall ensure that the necessary documents authorizing the person who has signed the tender to bind his firm or the Company have been filed or registered with the Public Debt Office?

- iii) The contractor shall have to deploy Tally Clerks at their own cost for maintenance of stock in the godown as per requirement. The Tally Clerks would be deployed @ minimum two Clerks per 5000 MT capacity or part thereof during all working days at the god-shed prescribed by the Warehouse Manager or his authorized representative for the Warehouse Operation and related jobs, as may be required. The rates quoted for various items in the schedule shall be inclusive of expenses towards deployment of such Tally Clerks and no liability whatsoever would accrue to HAIC on account of them, working for contractor.

**NOTE :-**

- i) In case the tender is purchased by a Public Ltd. company, the above documents must be in favour of the company. In no case the documents in the name of directors shall be considered.
- ii) In case the tender document is purchased by a partnership firm, the above documents must be in the name of the firm. In no case the tender documents in name of the partners of the firm shall be considered.
- iii) In case the tender document is purchased by the Co-op. Society the above documents must be in the name of the society. In no case the documents in the members of society shall be considered.
- iv) In case of Sole Proprietor the documents must be in his name.
- v) In case, the work is awarded to a company/firm/sole prop./co-op. society, an undertaking to the effect that the company/firm/co-op. society/sole prop shall obtain labour license from the concerned authority in its name within 30 days from the date of award of contract.

**6. Execution of Agreement:-**

The successful Tenderer shall enter into an agreement with the Corporation in the format as appended. The agreement shall be typed on a Non-Judicial Stamp Paper of appropriate value.

- a) The execution of agreement shall be preceded by furnishing of Security Deposit as detailed above. The agreement shall be executed within ten days of the acceptance of the tender, failing which contract shall be liable to be rescinded. In such case, the Earnest Money Deposit of the Tenderer shall stand forfeited .
- b) The Managing Director may, at his discretion, however, on a specific request by the successful Tenderer, give additional time to the Tenderer to furnish the Security Deposit and execute the Agreement, which in any case shall not exceed more than 15 days in all, including the original ten days period.

**TERMS AND CONDITIONS GOVERNING CONTRACT FOR HANDLING OF FOODGRAINS ETC. AT HARYANA AGRO INDUSTRIES CORPORATION LIMITED WAREHOUSE UNIT.**

- I. **Definition:** a) The term "Contract" shall mean and include the notice inviting tender, the invitation to tender, incorporating also the instructions to Tenderers, the Tender, its annexure & schedules, acceptance of tender and such general and special conditions as may be added to it :
- b) The term "Corporation" and Haryana Agro Industries Corporation Ltd/ HAIC wherever occurs shall mean the Haryana Agro Industries Corporation Ltd established under Indian Companies Act., 1956 and will include its Managing Director and successor or successors and assignees :
- c) The term "Managing Director" shall mean the Managing Director, of Haryana Agro Industries Corporation Ltd under whose administrative jurisdiction, the Corporation's godowns falls. The term Managing Director shall also include the DM/DGM or every other officer authorized by him from time to time to execute contract on behalf of Haryana Agro industries Corporation Ltd:
- d) The terms "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:
- e) The terms "Services" shall mean the performance of any of the items of work enumerated in schedule of services as elaborated in **Clause XIX and XX** herein 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:
- f) The terms "Contract Rates " shall mean the rates of payment accepted by the Managing Director for and on behalf of the Haryana Agro Industries Corporation:
- g) The term "Godowns/Warehouse" shall mean and include depots, godowns, Warehouse already belonging to or in occupation of the Corporation or may hereafter be constructed or acquired by it at any time and shall also mean and include open platforms/plinths built or constructed for storage of food grains inside or outside the premises;
- h) The term "Food Grains" shall mean and include Wheat, Paddy, Rice and Bajra stored/handled /transported on behalf of HAIC's depositors.
- i) **Object of the contract:-** The Contractor shall render all or any of the services given in schedule of rates, as and when necessary, 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, services 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.

## II. **Parties to the contract:-**

- a) The parties to the contract are Contractors and the Haryana Agro Industries Corporation Ltd 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 documents 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 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 Agro Industries Corporation Ltd represented through the Managing Director, may, without prejudice to other civil/criminal remedies, terminate the contract and hold the signatory liable for all costs and damages.
- c) Notice or any other action to be taken on behalf of the Haryana Agro Industries Corporation Ltd may be given/taken by the Managing Director or any other officer so authorized and acting on his behalf.

## IV) **Constitution of Contractor:-**

- a) Contractor shall at the time of submission of tender indicate whether he/they is/are a Sole Proprietary concern or Registered Partnership firm or Private Limited Company or a Public Limited Company, Labour Coop Society incorporated in India or a **Hindu Undivided Family**. The composition of the partnership, or names of Directors of Company and **name of the Karta of Hindu Undivided Family** as the case may be, shall also be indicated. Similarly in case of Labour Coop Society, the name of Secretary, Bye- laws and areas of operation should be indicated. The Contractor shall also nominate a 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/s 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 Contractor.
- b) The Contractors shall not, during the currency of the contract, make without the prior approval of the Corporation, any change in the constitution of the firm. The Contractor shall notify, to the Corporation the death/resignation of any of their Partner/Director immediately on the occurrence of such an event. On receipt of such notice, the Corporation shall have the right to terminate the contract, if it deems so fit.

## V. **Subletting:-**

The Contractors shall not sublet, transfer or assign the contract or any part thereof without the previous written approval of the HAIC. In the event of the Contractors contravening this condition, the Corporation 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 Corporation may sustain in consequence or arising out of such replacing of the contract.

## VI. **Relationship with Third Parties:-**

All transactions between the Contractor and third parties, shall be carried out as between two principals without reference to the Corporation in any event. The Contractors shall also undertake to make third parties fully aware of the position aforesaid.

**VII. Liability for personnel:-**

- a) All persons employed by the contractors shall be engaged by them as their own employees/worker in all respect and responsibility under the Workmen's Compensation Act-1923, Employees Provident Fund Act-1952, Maternity Benefit Act-1961, Contract Labour (Regulation & Abolition) Act-1970, Payment of Gratuity Act-1952, Equal Remuneration Act-1976, ESI Act-1948, Minimum Wages Act-1948 or any other similar enactments and rules made exhaustive thereunder with update amendments in respect of all such personnel shall be that of the Contractor. The Contractors shall be bound to indemnify the Corporation against all claims whatsoever, in respect of the said personnel under the Workmen's Compensation Act, 1923 or any Statutory modification thereof, or otherwise for in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workmen or other person whether in employments of the Contractor or not. It is also expressly agreed that the Corporation will be free to adjust/set off any monies due to the contractors against the amount so paid or payable by way of compensator etc. by the Corporation.
- b) The Contractor shall be liable for making contributions in accordance with the provisions of the Employees Provident Fund Act-1952, and the scheme framed thereunder in respect of the labour employed by him. The Contractor shall recover the amount payable by such employees and deposit the same with concerned PF authorities. The Contractor shall enclose the copy of challan form in support of payment of bipartite PF contribution with the successive wage bill to the Principal Employer, failing which the handling bills will not be cleared. If, on account of the default of the Contractor in making such payments or for any reason, the Corporation makes such contribution on behalf of the Contractor, the HAIC shall be entitled to set off against the amount due to the Contractor, the contribution made by it including penalty, if any on account of his default in making payment or otherwise in respect of the labour employed by the Contractor.

The Contractor shall also maintain such record and also submit such returns as may be prescribed under the Act to the Authority designated in the EPF Act, 1952 and the scheme framed thereunder, and to the Managing Director or the person acting in his behalf . The Contractor shall also make available such records and returns as may be prescribed and or demanded for inspection to the officers of the Regional Provident Fund Commissioner and to the Managing Director, HAIC or an officer authorized by him or acting on his behalf.

- c) In complying with the said enactments or any statutory modifications thereof, the Contractor shall also comply with or cause to be complied with, the labour regulations enactments made by the State Govt./Central Govt. from time to time in regard to payment of wages to the workers, wage period, deduction from wages, recovery of wages not paid and deductions unauthorizdly made, maintenance of wage book or wage slip, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of like nature.

d) Notwithstanding the fact, whether the said legislations, enactments or any statutory modifications thereof are applicable or not to the employees/workers employed by the Contractor, he shall comply the followings :-

**1. Payment of wages to worker:-**

The Contractor shall pay not less than minimum wages to the workers engaged by them on either time rate basis or piece rate basis on the work. Minimum wages both for the time rate and for the piece rate work shall mean the rates notified by appropriate authority at the time of inviting tenders for the work. The Contractor shall maintain necessary record and register like wage book, wage slip etc., Register of un-paid wages and Fines and Deductions giving the particulars as indicated Appendix-III. The equal wages to women labour at par with man shall be paid or similar nature of work to comply with the Provisions of Equal Remuneration Act-1976.

**2. Weekly off:-**

The Contractor shall allow or cause to be allowed to the workers directly or indirectly employed in the work one day rest for six days continue work and pay wages at the same rate as for duty.

**3. Attendance Allowances:-**

The Contractor shall pay attendance allowance of Rs.1/- (Rupee one only) per day to the regular worker generally employed by him on piece rate or time rate basis when such worker report for duty on the day but is not booked or given work for the day shift.

**4. Welfare and Health of contract labour:-**

The contractor shall comply with the provision of the Contract Labour (Regulation & Abolition) Act, 1970 & other applicable laws as amended up to date/ from time to time.

**VIII. Bribes, Commission, Corrupts gifts etc:-**

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or any one or more of their Partners/Directors/Agents or servant or any one-else on their behalf to any officer, official or Agent of Corporation or any person on his or their behalf for showing or for bearing favour or dis-favour to any person in relation to the contract, shall subject the Contractor to the cancellation of this contract or any other contract with the Corporation and also to payment any loss or damage resulting from such cancellation.

**IX Period of contract :-**

- i) The Contract shall remain inforce **for a period of one year from the date of issue of acceptance letter. The contract period can be extended further for a period of one year by the mutual consent of both the parties.**
- ii) The Managing Director reserve the right to terminate the contract at any time during its currency without assigning any reason therefore by giving thirty days notice in writing to the Contractor at their last known place of residence/business and the Contractor shall not be entitled to any compensation by reason of such termination.

**The action of the Managing Director, Haryana Agro Industries Corporation Ltd, Panchkula under this clause shall be final, conclusive and binding on the Contractor and shall not be called into question.**

**X. Summary Termination:-**

a) In the event of Contractor having been adjudged insolvent or going to liquidation or winding up their business of 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 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 unexpired period of the contract at the risk and cost of the Contractor and to claim from the Contractor any resultant loss sustained or costs incurred. The non performing/defaulting handling Contractor may be suspended/banned for trade relation/black listed for a period **upto 5 years based on the gravity of non performance/default of the handling Contractor, by the Managing Director of the HAIC whose decision in the matter shall be final and binding.**

b) The Managing Director shall also have, without prejudice to other rights and remedies, the right, in the event of breach by the Contractor 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 the contract, at the risk and cost of the Contractor and /or forfeit the Security Deposit or any part thereof for the sums or sums due for any damages, losses, charges, expenses or costs that may be suffered or incurred by the Corporation due to the Contractor's negligence or un-workman like performance of any of the services under the contract.

c) The Contractor 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 issue by the Managing Director or any officer acting on his behalf. If the Contractor fails to supply the requisite number of labour, scale and trucks/carts etc., the Managing Director shall, at his entire discretion without terminating the contract, be at liberty to engage other labour, scales, trucks, carts etc. at the risk and cost of the Contractors, who shall be liable to make good the Corporation all additional charges, expenses, cost or losses that the Corporation 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 the Managing Director shall be final and binding on the Contractor.

**XI Liability of Contractors for losses etc. suffered by the Corporation :-**

a) The Contractor shall be liable for all costs, damages, demurrages, Wharf- ages, forfeiture of wagon, registration fees, charges and expenses suffered or incurred by the Corporation due to the Contractor's negligence and un-workman like performance of 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 Corporation or in-particular to any property or plant belonging to the Corporation due to any act whether negligent or otherwise of the Contractors themselves or their employees. The decision of the Managing Director regarding such failure of the Contractors and their liability for the losses etc. suffered by the Corporation shall be final and binding on the Contractor.

b) The Corporation 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-workman like 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 Contractor under this or any other contract with the Corporation. In the event of the sum, which may be due from the Corporation as aforesaid being insufficient, the balance of the total sum claimed and recoverable from the Contractor as aforesaid shall be deducted from the Security Deposit furnished by the Contractor. Should this sum also be not sufficient to cover the full amount claimed by the Corporation, the Contractor shall pay to the Corporation on demand, the remaining balance of the aforesaid sum claimed.

c) In the event of the default on the part of the Contractor 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 any officer acting on his behalf, the Managing Director shall, without prejudice to other rights and remedies under this agreement, have the right to recover by way of compensation from the Contractors a sum of rupees one thousand or any lesser sum per day or part of a day of the defaults as the Managing Director in his absolute discretion may determine, subject to the total compensation/liquidated damages during the duration of contract not exceeding 15% of the value of the contract. The decision of the Managing Director on the questions whether the Contractor has committed such default or has failed to perform any of such services efficiently and is liable to pay compensation/liquidated damages and as the quantum of such compensation/liquidated damages shall be final and binding on the Contractor.

d) The contractors shall be responsible for the safety of the goods from the time of unloading from the trucks/carts/trolleys at godowns and until have been loaded in trucks/trolleys from godowns. They shall provide tarpaulins on the decks of the trucks, so as to avoid loss of grain 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 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 Contractor for such loss and the amount to be recovered from them. The decision of the Managing Director in this regard shall be final and binding on the Contractor.

e) The contractor shall not only be responsible for the road transit losses for the movement from Ware house to Warehouse and from Warehouse to goods shed, but shall also be responsible for the full bag shortage, if any received at destination for FCI stocks.

f) 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 re-stack the same within 7 days of the pointing out of the variation by the Managing Director or the person acting on his behalf . In case the Contractor fails to do the needful within the given time, the Managing Director 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 Corporation or from the security deposit furnished by the contractor.

g) 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 Corporation will be recoverable from the contractor. This will be recovered from the Security Deposit of the Contractor 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 contractors shall remit the same within 30 days of demand.

**XII. Set off :-** Any sum of money due and payable to the Contractor (including Security Deposit returnable to them) under this contract may be appropriated by the Corporation and set-off against any claim of the Corporation for the payment of any sum of money arising out of or under any other contract made by the contractors with the Corporation.

**XIII. Book Examination :-** The contractors shall, whenever required, produce or caused to be produced, for examination by the Managing Director or any other officer authorized by him in this behalf, any cost or other accounts, book of accounts, vouchers, receipts, letters, memorandum or writings or any copy of extract from any such documents and also furnish information and returns, 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 on the question of the relevancy of any documents, information or return shall be final and binding on the Contractor. The Contractor shall produce the required documents information and returns at such time and place as may be directed by the Managing Director.

**XIV Volume of work:-** Subject as herein after mentioned, **the Corporation 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 confirm a right on the contractor to demand that the work relating to all or any item thereof at the concerned Warehouse, should necessarily or exclusively be entrusted to them. **The Corporation shall also have the exclusive right to appoint one or more contractors at any time viz. at the time of award of the contract and/or during the tenure of contract for any or all the services mentioned here under and to divide the work as between such Contractors in any manner that the Corporation may decide and no claim shall lie against the Corporation by reasons of such division of work.**

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

**XV Remuneration:-**

- a) The Contractor 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 Contractor is 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, whose decision shall be final and binding on the Contractor.
- d) The Contractor will have the right to represent in writing to the Managing Director that a particular services which they are being called upon to perform is not covered by any of the services 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.

**XVI. Payment :-**

- a) Payment will be made by the Haryana Agro Industries Corporation Limited, Panchkula, on submission of bills, in triplicate duly supported by consignees receipt/or work certificates issued by the Warehouse Manager/Godown Keeper of HAIC or an officer acting on his behalf, after receiving the payments from FCI.
- b) The Contractor 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 fast disposal of bills, the Contractors are advised to submit their bills fortnightly.
- c) The payment shall normally be made by the Corporation within 15 days from the receipt of payment from FCI and submission of proof of deposit of EPF/ESI with concerned authority. The Corporation shall not be liable for payment of any interest on any bill outstanding for payment.
- d) The payment shall be made through RTGS for which the following details shall be provided by the Contractor immediately after commencing of the contract:-
  - a) Name of Firm.
  - b) Bank Accounts Number.
  - c) Name of Bank.
  - d) Address of the Bank.
  - e) IFSC Code.

**NOTE :-** The Managing Director may at his discretion make the 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 Corporation shall not be liable for payment of any interest on any bill outstanding for payment.

**XVII Delays, strikes etc.** The Contractor will not be responsible for delays which may arise on account of reasons beyond their control, for which the Managing Director shall be the final judge. Strikes by Contractor's workers on account of any dispute between the Contractor and their workers as to wages or to otherwise, shall not be deemed to be a reason beyond the Contractor's control and the Contractor shall be responsible for any loss or damage which the Corporation may suffer on this account.

**XVIII Laws Governing the Contract:** The contract shall be governed by the Laws of India for the time being in force.

**XIX Service to be performed by the Contractors.**

- a) Stacking in the Shed/Platform/Ground wherever necessary as required while performing the services of loading, unloading, stacking shall be deemed to be included in the relevant services and no separate remuneration shall be payable for such stacking.
- b) Kacha or interim stacking whether inside or outside the godowns wherever necessary in the services of physical verifications and standardizations, cleaning, drying, filling etc. shall be deemed to be included in the relevant service and no separate remuneration for their kacha stacking will be paid on any account.
- c) 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 the Contractor shall be deemed to be included in the relevant services and no separate remuneration shall be paid for such carriage, unless otherwise provided for.
- d) For services of standardization, re-bagging, filling, loose grain and such as allied services, bags supplied by the Corporation will ordinary be new "SBT" bags and 580 grams approximately in weight, but the Managing Director reserves the rights to use any type of bags. The jute twine used for stitching of the bags after bagging/re-bagging/cleaning/standardization etc. shall be three ply double up and shall be supplied by the Contractor.

**XX. OTHER SERVICE**

**1 Physical Verification:-**

The Contractor shall, with their labour and scales and under their supervision, weigh such number of bags of food grains as may be required for physical verification. Weighment for this service shall be deemed to include carrying bags from stacks, to weighing scales, 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 upto prescribed heights, as may be directed by the Warehouse Manager or an officer on his behalf. Normally, the weighed bag will be required to be re-stacked in the same godown or outside the same godown. It may, however, be necessary to re-stack the weighed bags in another godown.

**2. Standardization:-**

The Contractor shall, with their labour and scales under their supervision standardize such number of bags of food grains as may be required by the Warehouse Manager or an officer acting on his behalf. Standardization shall be deemed to include carrying bags from stacks to weighing scale, cutting the bags, open the mouth of bags, putting bags on the scale, putting in or taking out grains from each bag as may be necessary in order that each bag contains the standard weight of foodgrains as fixed by the Warehouse Manager or an officer acting on his behalf, removing the bags from the scale, re-stitching the bags with latest 16 stitches on each bag or machine stitching on each bag doing kacha stacking inside or outside the godown as and where necessary ,carrying the standardized bags and stacking upto specified height or loading into trucks or any other vehicles as directed. When the standardized bags are not

required to be re-stacked or loaded, such bags shall be left in 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 Warehouse Manager or an officer acting on his behalf. In all cases, the payment will be done for actual numbers of bags received after standardization.

**3. Filling Gunnies with loose grains to the prescribed weight, stitching and stacking/ loading/delivery:**

The Contractor 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 at least 16 stitches/or machine stitched and stacked or dispatched/delivered as required.

**4. Cleaning:-**

The Contractor shall collect all sweepings and spilling of foodgrains from floors, loading/unloading points, and fill it after cleaning, if necessary, in slack/loose bags or in other empty bags supplied by the Corporation, weighing them to a standard weight prescribed by the Warehouse Manager or any officer acting on his behalf, stitching the bags firmly with at least 16 stitches/machine stitched and carrying the standardized bags and stacking them upto the specified height or loading them into trucks/other transport vehicles as directed, collecting the retraction, filling them into bags as directed, weighing them and stacking them upto specified height or loading/delivering them as directed. Payment will be made only for the number of bags received after cleaning and standardizations. No separate payment for the bags filed with retractions will be made.

**5.. Drying of damaged foodgrains:-**

The Contractor shall undertake drying of damaged food grains, whenever required. Drying shall be deemed to include carrying food grains bags, from stacks or anywhere else from the godowns, cutting, open the mouth of the bags, spreading the food grains inside or outside godown and after drying making them into Palla, filling loose grain into empty gunnies upto a prescribed weight, stitching and stacking the bags in the same or another godown upto specified height or loading/delivering them as directed. If weighment 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 Contractor shall re-bag loose grain or the contents of unserviceable bags into new bags supplied by the Corporation. 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 upto specified height or delivering/dispatching as directed.

**7. Breaking of stacks and restacking:-**

The Contractor shall, as and when required, remove the bags from any stack(s) in the godown and restack in the same or another godown upto specified height.

**8. Collection of scattered bags:-**

The Contractor shall as and when required, remove/collect the scattered bags from godown and stack them in the same or another godown up to specified height.

**9. Bundling of Empty Gunnies:-**

The Contractor 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 Warehouse Manager or an officers 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 placed assigned for storage of empty gunnies, and stacked in accordance with the instructions of the Ware house Manager 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 Contractor.

**10. Supply of Casual Labour:-**

The Contractor shall provide such number of male or female causal labourer wherever asked to do so at short notice during day or night by Warehouse Manager or an officer acting on his behalf.

The payment of causal 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 or undertaking prophylactic/curative disinfestations measures, whenever necessary.

11. The Contractor shall load, unload and stack the wooden crates, Tarpaulins, gunny bales/bags, poly covers, fumigation covers etc. whenever required.

**XXI DUTIES AND RESPONSIBILITIES OF THE CONTRACTORS.**

1. The Contractor 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. Remuneration for all auxiliary and incidental duties and services not specifically provided for in the Schedule of Rates for services shall be deemed to be included in the remuneration for all auxiliary and incidental duties. Some of such auxiliary and incidental duties are mentioned below:-
  - i) The Contractor shall always be bound to act with reasonable diligence and in business like manner and to use such skill and expected of man of ordinary prudence in the conduct of their activities.

- ii) The Contractor 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 food grains etc. and furnishing correct and up to date position/information progress of work, statements and accounts. The Contractor shall be responsible for the good conduct of their employees and shall compensate the Corporation for losses arising from neglect, carelessness, want of skill or misconduct of themselves, their servants or agents or representatives. The Managing Director shall have the right to ask for the removal of any employee of Contractor, 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 Contractor, their servant or agents or representatives shall be final and binding on the Contractor.
2. The Contractor shall advise the Managing Director and Officers authorized to act 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, every day 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/unloading/transport work etc. and generally to take instruction in the matter.
3. The Contractor shall take adequate steps and necessary precautions to avoid wastage and damage to food grains etc. during the loading and unloading of trucks/carts/any other transport vehicles at the godowns or any other loading/unloading point. The Contractor shall be liable for any loss which the Corporation may suffer on account of the bags not being properly handled. The decision of the Managing Director regarding such loss shall be final and binding on the Contractor. They shall spread their own tarpaulin or gunny bales at the loading/unloading points to avoid wastage and damage.
4. The Contractor shall provide their own pallet and supporting bags to serve as ladder for the purpose of loading/unloading into from trucks/carts or stacking. No filled bags (with grain etc.) shall be used in this operations.
5. The Contractor shall supply small regulation size hooks approved by the Warehouse Manager to their workers for handling food grain bags.
6. The Contractors shall ensure that their workers do not use large hooks for handling, food grain bags for handling food grains bags at any stage. The use of hooks other than those approved by the Warehouse Manager or an officer acting on his behalf, shall render the contract liable to cancellation. The Contractor shall also be liable to make good to the Corporation, any loss caused by the use of unauthorized hooks. The decision of the Managing Director regarding such loses shall be final and binding on the Contractor.
7. The Contractor 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 godowns as the case may be. In special case the Contractor shall be required to take delivery or arrange dispatch of consignment of food grains etc. at short notice and they shall be bound to comply with such requests.

8. The Contractor shall provide adequate number of stitches and sweepers at their own cost at all loading/unloading and other operational points to carry out minor repairs to leaking bags. The twine provided shall be 3 ply doubled up.
9. The Contractor shall also deploy Tally Clerks at their own cost for maintenance of stock accounts in the godowns. Tally Clerks will be deployed at the rate of minimum two clerks per 5000 M.T. capacity or part thereof during all working days at the Warehouse/Centre or as prescribed by the Warehouse Manager or his authorized representative for the Warehouse Operation and related jobs as may be required. The rates quoted by various items in the Schedule shall be inclusive of expensive towards deployment of such Tally Clerks for accounting purpose at the Warehouse and no liability whatsoever would accrue to HAIC on account of them working for the contractor.
10. The Contractor shall collect all sweepings and spillages of food grains from floors, loading/unloading, points/godowns and fill them after cleaning, if necessary, in slack bags or in other empty bags supplied by the Corporation and firmly stitch them with at least 16 stitches/or machine stitch. The twine for this purpose shall be 3 ply double up and shall be provided by the Contractor.
11. The Contractor shall be required to re-stack 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 Corporation may suffer on account of the bags not being properly stacked. In case the following stacks happen to be within 3 months from the date of original stacking of bags and for such restacking of bags no remuneration shall be allowed to the Contractor. The decision of the Managing Director regarding such loss shall be final and binding on the Contractor.
12. The Contractor 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 payable on any account.
13. In carrying out the various operations involving carriage of bags inside or outside godowns, it is desirable that the use of wheeled **contrivances** like hand-trolleys are progressively introduced for the alleviation of lot of the labourers. Such hand trolleys or wheel contrivances shall be supplied to the labourers by the contractor at their own cost. No extra remuneration, whatsoever for the use of hand trolleys etc. for carriage of bags will be payable as it shall be deemed to be included in the rates provided for the relevant services.
14. The Contractor shall be responsible for keeping a complete and accurate account of all supplies of food grains etc. and empty gunny bags received by them from the Corporation and shall render accounts and furnish returns and statement(s) in such a manner as prescribed by the Managing Director or the Officer acting on his behalf from time to time.
15. The Contractor shall be responsible for the safety of goods while in transit in their truck/carts or 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. is required to be transported by the Contractor. They shall provide tarpaulins on decks of the trucks, so as to avoid loss of grains etc. through the holes/cervices in the decks of the trucks. They shall also exercise adequate care and take precaution to ensure that the food grains bags are not damaged while in transit in their trucks/carts/any other transport vehicle. They shall deliver the number of bags and the weight of food grains etc. received by them and loaded on their trucks. They shall be liable to make good the value of any shortage, wastage, losses or damage to the goods in transits. The decision of the Managing Director or the officer acting on his behalf shall be final and binding on the Contractor.

16. The Contractor 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 the Managing Director or an Officer acting on his behalf.
17. The Contractor shall whenever required supply petromax lamps for carrying out work during night. The actual charges not exceeding Rupee one per light per night/day for lights hired by the Contractor for working at night or during day time in such godowns which are insufficiently lighted will be paid by the Corporation 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 HAIC's, Warehouse Manager/Incharge.
18. The Contractor shall at the time of standardization, cleaning etc. ensure that the mouth of each bag cut open cautiously and with utmost care, so as to avoid any damage or loss to the bags and wastage of food grains. The Contractor shall be liable for any loss on this account and the decision of the Managing Director in the matter shall be final and binding on the Contractor.
19. The Contractor shall be liable for all costs, damages, charges and expenses suffered or incurred by the Corporation due to the contractor's negligence and unworkman 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 incurrence of demurrage, warfage etc. and for all damages or loses occasioned to the Corporation or in particular to any property or plant belonging to the Corporation due to any act whether the negligent or otherwise of the contractors themselves or their employees. The decision of the Managing Director regarding such failure of the contractors and their liability for the losses, etc. suffered by the Corporation shall be final and binding on the Contractor.
20. The Contractor shall provide and maintain correct weights and scales get them stamped in time and carry out all the weighments accurately. The Warehouse Manager or an Officer acting on his behalf shall have the right to check the weights, scales and weight of any bag or bags.

## **XXII ARBITRATION:-**

- a) All disputes and differences whatever arising between the parties out of or relating to the construction meaning and operation or effect of this Agreement or the breach thereof shall be settled by the Managing Director, HAIC who will act as sole arbitrator and the award made by him shall be binding on both the parties.
- b) It is 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 and absolutely barred and the Corporation shall be discharged and released of liabilities of the contract.

Subject as aforesaid the arbitration and Reconciliation Act., 1996 shall apply to the arbitration proceedings under this clause.

## **XXIII STATUTORY/LEGAL REQUIREMENTS :-**

- a) The contractor or his duly authorized representative shall remain available in the godowns premises at the time of operation work.
- b) The Contractor shall furnish the monthly statement of the workers engaged by him for the execution of the jobs of the contract along with the details of the emoluments paid to them and he will also furnish the details of the subscription/contribution deposited by him in the EPF/ESI account.
- c) The payment to the Contractor shall be made after the receipt of payment from FCI and payment will be got released from FCI by the Contractor.

## **XXIV WAGE BOOK AND WAGE SLIPS ETC.**

- i) The contractor shall maintain a Wage Book of each worker in such form as may be convenient, at the place of work, but the same shall include the following particulars:-
  - a) Name of the workers:
  - b) Rate of Daily or Monthly wages,
  - c) Nature of work on which employed
  - d) Total number of days worked during each wage period
  - e) Dates and periods for which worked overtime.
  - f) Gross wages payable for the work during each wage period.

- g) All deductions made from the wages with an indication in each case, of the ground form which the deduction is made.
  - h) Wages actually paid, for each wage period.
  - i) Signature or thumb impression of the worker.
- ii) The Contractor shall also issue a wage slip containing the aforesaid particulars to each worker employed by him on the work at least a day prior to the day of disbursement of wages.
  - iii) The Contractor shall issue an Employment Card in the prescribed form at appendix iii(a) to each worker on the day of work or entry into his employment. If the worker has already any such card with him from the previous employer, the Contractor shall merely endorse that Employment Card with relevant entries. On termination of employment, the Employment Card shall again be so endorsed by the Contractor and returned to the worker.

**XXV REGISTER OF UNPAID WAGES:**

The Contractor shall maintain a Register of unpaid wages in such form, as may be convenient, at the place of work but the same shall include the following particulars:-

- a) Full particulars of the work whose wages have not been paid.
- b) Reference number of the Muster Roll with wage Register.
- c) Rate of Wages.
- d) Wage Period.
- e) Total amount not paid.
- f) Reasons for not making payment.
- g) How the amount of unpaid wages was utilized.
- h) Acquaintance with dates.

**XXVI. FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES:-**

The wages of a worker shall be paid to him without any deductions of any kind except the following:-

- a) Fines.
- b) Deductions for absence from duty i.e. from the place or the places where by the terms of his/her employment, he/she is required to work. The amount of deduction shall be in proportion to the period for which he/she was absent.
- c) Deduction of damage to or loss of goods expressly entrusted to the employed person for custody or for loss of money or any other deduction which he/she is required to account, where such damage or loss is directly attributable to his/her neglect or default.
- d) Deduction for recovery of advances or for adjustment of over payment of wages, advances, granted shall be entered in a register.
- e) Any other deduction which the Central Govt. may from time to time allow.

**XXVII            REGISTER OF FINES ETC.**

- i. The Contractor shall maintain a register of fines and a register of unpaid wages of deductions for damage or loss in form No.1 and 2 as per Appendix-III(b) and III(c) respectively which should be kept at the place work.
- ii. The Contractor shall maintain both in English and the local language a list approved by the Chief Regional Labour Commissioner (Central) clearly stating the acts and omission for which penalty or fine may be imposed on a workman and display it in a good condition in a conspicuous place of the work.

**XXVIII            PRESERVATION OF REGISTERS.**

The wage book, wage slips, the register of unpaid wages, the register of accidents the register of fines, deductions required to be maintained under these regulations shall be preserved for 12 months after date of last entry made in them shall be made available for inspection by the Labour Enforcement Officer or any other Officer authorized by the Ministry of Labour in this behalf.

**XXIX            COMPLIANCE OF THE INSTRUCTION ISSUED BY THE STATE GOVT.**

The contractor shall be liable to comply with the instructions issued by the Director, Food, Civil Supplies and Consumer Affairs Department, Haryana vide Memo No.MP-1-2019/11622-11625 dated 24.06.2019.

**AGREEMENT**

The Haryana Agro Industries Corporation Limited having agreed to grant the contract of Handling of foodgrains and allied material at Warehouse \_\_\_\_\_(Name of the Warehouse, Place & District) in response to the submission of sealed tender by me/us on \_\_\_\_\_ the Managing Director/District Manager/District Incharge, Haryana Agro Industries Corporation Limited\_\_\_\_\_. I/We, \_\_\_\_\_ (here enter full name and address of contractor) am/are executing this agreement on \_\_\_\_\_ and hereby confirm that I/we have thoroughly examined and understood the terms and conditions of the Notice Inviting Tender and the Invitation to Tender and Instructions to Tenderers bearing No. \_\_\_\_\_ dated \_\_\_\_\_ by the Sr.Accounts Officer/District Manager/District Incharge, HAIC \_\_\_\_\_ for appointment of Handling Contractor for those depositors who entrust the handling Work to Haryana Agro Industries Corporation in respect of receipts, dispatches, re-bagging, standardization and Ex-godown release etc. and also those of general conditions of contract and its appendices 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 to the Managing Director, Haryana Agro Industries Corporation, Panchkula at the rate mentioned in Price Bid (enclosed) which forms part of this agreement and as per terms and conditions of the tender.

I/We, assure the said Corporation 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 inforce for a period of one year with effect from \_\_\_\_\_ or the date upto which the contract is extended.

The Managing Director, Haryana Agro Industries Corporation Limited, reserves the right to extend the period of contract for further period upto one year after expiry of first one year of this contract on the same rates terms & conditions.

IN WITNESSETH WHERE OF THE 1<sup>ST</sup> PARTY AND THE 2<sup>ND</sup> PARTY ABOVE SAID HAVE HEREUNTO SUBSCRIBER THEIR HANDS ON THE DAY MONTH AND YEAR FIRST MENTIONED ABOVE IN THE PRESENCE OF THE FOLLOWING WITNESSES:-

SIGNED, SEALED AND DELIVERED  
SIGNED, SEALED AND DELIVERED

WITNESSES:

1. Signature  
Name:  
Date:  
Designation

Signature:  
Name  
Date:  
Designation

2. Signature  
Name  
Date  
Designation

For & on behalf of  
The Haryana Agro Industries  
Corporation Limited

## Annexure–III

### SCHEDULE OF RATES FOR SERVICES

S. No.	Name of Operation	Basic rates for 100 bags of good grains of 50 kg packing (In Rupees)
1.	Unloading of food grains bags from carts/trucks including stacking thereof in the godowns upto the height of 15 bags.	Rs.35/- (stacking beyond 15 bags height Rs.10.50 per 100 bags without premium)
2.	Loading of trucks/carts including de-stacking/removing out of godown at the time of delivery of food grain bags	Rs.30/-
3	Lifting and carrying of Rice bags from temporary stacking, yard and stacking thereof in the godowns upto 75 ft. distance.	Rs.35/-
4.	Lifting and carrying of rice stocks from temporary stacking yard and stacking into the godowns from 75 ft. to 150 ft. distance.	Rs.45/-
5.	Changing of bags (re-conditioning of bags) including paltai into another bag, opening, sewing and weighment	Rs.20/-
6.	Removing of bags from Platform/Road and stacking in the godown: 1. Without weighment 2. Including weighment on beam scale /platform scale	Rs. 10/- Rs. 15/-
7.	1. Sutli for re-bagging (Flat Rate) 2. Machine Stitching (Flat Rate)	Rs.15/- Rs.75/-
8.	Stacking of reconditioned bags in the same godown	Rs.6.50/-
9.	Loading of reconditioned bags into carts/trucks	Rs.6.50/-
10.	Sewing after Pura karai (bringing to standard weight) when re-bagging is not involved, including weighment.	Rs.20/-
<b>LOCAL CARTAGE</b>		
11.	3. Shifting of bags from one stack to another stack in the same godown where carriage is not involved. 4. Where carriage is involved	Rs.16.50/- Rs.23/-
12.	Shifting of bags from one godown to another godown including cartage (upto 500 ft. distance – No premium allowed).	Rs.37.50/-
13.	Removing out of godown, weighing on platform/beam scale and re-stacking in godown after P.V. of stocks	Rs.16/-

14.	Collection of loose/spilled grains from truck/godown, cleaning and filling in bags upto prescribed weight including weighment and sewing.	Rs.35/-
	<b>BARDANA</b>	
15.	Unloading of gunny bales from carts/trucks and stacking in godown upto minimum 3 layer height.	Rs.2.50/- per bale
16.	Breaking of stack and loading of gunny bales into trucks/carts	Rs.3/- per bale
17.	Collection of loose gunnies, bundling them i.e. 25 gunnies bags in a bundle, tying/sewing of bundles including cost of sutli and stacking in designated area and loading into transport vehicle.	Rs.10/- per bundle
18.	Loading of bundles into trucks/carts etc.	Rs.5/- per bundle
	<b>MISC.</b>	
19.	Unloading of wooden crates from trucks/carts and placing in countable manner in godown/plinth.	Rs.1/- per crate (flat rate)
20.	Loading of wooden crates into truck/cart etc.	Rs.1/- per crate (flat rate)
21.	Unloading of tarpaulins/poly covers from transport vehicle and stacking in godown etc. in countable manner	Rs.1/- per unit (flat rate)
22.	Loading of tarpaulins/polythene covers into trucks/carts etc.	Rs.1/- per unit (flat rate)
23.	Local cartage of wooden crates, tarpaulin/polythene covers	Rs.20/- per hundred unit

**Note-I** :- The following operations shall be carried out by the contractors and the payment for the same shall be made by the millers directly to the handling contractor at the rates given below and premium thereon in respect of each center/warehouse:-

<b>S.No.</b>	<b>Name of Operation</b>	<b>Basic Rate for 100 bags of 50 kg packing (In Rs.)</b>
1.	Unloading of Rice bags of the Rice Miller and temporary stacking thereof in temporary stacking yard for inspection of stocks and 10% test weighment.	Rs.50/-
2.	Loading of Rice stocks from temporary stacking yard into trucks/carts in case of rejection of Rice stocks.	Rs.25/-

**Note-I:-**

1. No compensation shall be admissible to the contractor 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, Haryana Agro Industries Corporation 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 weightment 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 35/37.50 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, Haryana Agro Industries Corporation 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.



**UNDERTAKING**

**(For Sole Proprietary Firm)**

(Compulsory ink signed)

I, -----R/o-----  
----- do hereby Solemnly  
affirm and declare as under :-

1. That I am Sole Proprietor of \_\_\_\_\_ (Sole Proprietor Firm Name)
2. That the office of the firm is situated at \_\_\_\_\_  
\_\_\_\_\_.

Place :

Date:-

**(Authorized Signatory)**

**Format of Solvency Certificate**

**No**.....

**To**

.....

.....

**This** is to state that to the best of our knowledge and information, Mr./Ms./M/s..... a customer of our Bank is respectable and can be treated as good up to a sum of Rs..... (Rupees in words .....). It is clarified that this information is furnished without any risk and responsibility on our part in any respect whatsoever more particularly either as guarantor or otherwise. This certificate is issued at the specific request of the customer.

Place:

Date:

For BANK MANAGER

(Signed and Stamped)

**OR**

**No** .....

**To**

.....

.....

This is to certify that as per information available, Shri/Smt./ Ms..... is solvent upto Rs.....(Rupees .....). This certificate is valid for the period from ..... to .....

This certificate is issued without any guarantee or responsibility on the part of the Bank or any of its employees.

Place:

Date:

For BANK MANAGER

(Signed and Stamped)

**Format of Net Worth**

The Net Worth of Mr. /Ms. /M/s -----  
For last Financial Year ----- is Rs.....  
lakhs as per his/her/their books of Accounts.

(Note: Net Worth means sum total of paid up share capital plus free reserves. Further any debit balance of Profit and Loss Account and Misc. Expenses to the extent not adjusted / or written off, if any, shall be reduced from Reserves and Surpluses.

Signature of Chartered Accountant

Name: Membership

No. : Seal:

**AFFIDAVIT**

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 blacklisted.

Dated:-

Sign. -----

(Tenderer)

**AFFIDAVIT**

I/we, \_\_\_\_\_  
is hereby declare as under :-

1. That I/we, \_\_\_\_\_  
have thoroughly gone through all terms and conditions mentioned in the present e-tender enquiry and agree with the same.

**DEPONENT**

**Verification:-**

I/We do hereby solemnly declare and affirm that the above contents are true and correct to the best of my knowledge and beliefs. No part of it is false and nothing has been concealed therein.

**DEPONENT**

## Annexure-IX

### CRITERIA FOR TECHNICAL EVALUATION FOR APPOINTMENT OF HANDLING CONTRACTOR FOR VARIOUS LOCATION OF HAIC GODOWNS.

All tenderers are required to submit the following documents with the Technical Bid:-

Sr. No.	Particulars	Pl. write in Yes/No
1	Cost Of Tender Document: The Technical bid should be accompanied by tender cost of Rs. 5,000/-, excluding e-tender service fee of Rs. 1000/- which will be paid as per e-tendering process.	
2	EMD: The Technical Bid should be accompanied by an Earnest Money which will be paid as per e-tendering process. Tender without the Earnest Money & tender cost will not be considered.	
3	Statutory and Legal Compliance: The Technical Bid must have the copies of the following documents attached with it:-	
3(i)	Copy of certificate of Incorporation, copy of Memorandum and Articles of Association and list of current directors for current directors for Registered Company/PSUs/Statutory Body. Registered Company/PSUs/Statutory Body.	
3(ii)	In the case of a partnership firm, a copy of the partnership deed, list of partners and copy of Registration of partnership deed and firm.	
3(iii)	In case of proprietorship firm, a declaration of proprietorship/sole proprietorship.	
3(iv)	In the case of Co-op. Society, a copy of the bye laws of Co-operative Society, a copy of registration with Registrar of Co-Operative Societies with a resolution passed by the society to participate in the tender enquiry.	
3(v)	In the case of others notarized copy of certificate of incorporation.	
3(vi)	Attested copies of PAN Card of the company/partnership firm/proprietor/co-operative society as the case may be.	
3(vii)	Attested copies of Income Tax returns for preceding three financial years i.e. 2016-17, 2017-18 and 2018-19 of the company/partnership firm/proprietor/co-operative society as the case may be.	
3(viii)	Copy of Labour registration of any present contract.	
3(ix)	Copy of EPFO registration.	
3(x)	Copy of ESIC registration.	
3(xi)	Copy of GST registration number.	
3(xii)	Copies of experience certificates issued by the client(s) on their letter head of handling of food grains in warehouse of any State/Central Food Grains Handling Agency during last three preceding years.	
3(xiii)	Certificate of Chartered Accountant in regard minimum annual turnover of Rs. 20.00 Lacs from the handling work of food grains in warehouse in each of the last three financial year.	

3(xiv)	Attested copies of the audited balance-sheet/profit & loss accounts for the last three financial years i.e. 2016-17, 2017-18 and 2018-19 certified by the Chartered Accountants.	
3(xv)	Attested copy of Solvency Certificate issued by any scheduled/nationalized bank for a minimum amount of Rs. 20.00 Lacs.	
3(xvi)	Attested copy of certificate of minimum Cash Credit Limits/over draft of Rs.15.00 Lacs sanctioned by any bank.	
3(xvii)	Certificate of Chartered Accountant in regard to positive Net Worth of the tenderer on the basis of the annual accounts for the year 2018-19.	
3(xviii)	A self attested copy of Notarized Affidavit on a Stamp Paper of Rs.100/- to the effect that it has not been blacklisted by any Central or State PSU/ body/ institution/corporation/establishment.	
3(xviii)	Compliance certificate of the last three years regarding EPF, ESI, Labour welfare fund & Service Tax, from a Chartered Accountant in original.	
3(xv)	A notarized undertaking on a stamp paper of Rs.100/- that the bidder is not defaulter in regard to depositing the EPF/ESI.	
3(xvi)	A self attested copy of Notarized Affidavit on a stamp paper of Rs.100/- to the effect that the tenderer accept all the terms & conditions of the present e-tender Enquiry.	



# **HARYANA AGRO INDUSTRIES CORPORATION LIMITED**

(A Haryana Govt. Undertakings)

CIN No.U51219HR1967SGC041080  
EPABX: 0172-2561317, 2560920  
FAX: 0172-2561310, 2561313  
Website: haic.co.in  
Email: haicpk1@gmail.com

Registered office  
Bays No.15-20, Sector-4  
Panchkula

## **FINANCIAL BID OPENING PROCEDURE**

1. The Financial Bids of all the technically qualified Bidders shall be opened on the appointed date and time in presence of the qualified bidders/their authorized representatives, who choose to be present at the time of opening of the financial bids.
2. All the technically qualified bidders/their authorized representatives present at the time of opening of the Financial Bids shall be required to submit the Authorisation letter from their Companies and shall be asked to sign on all the sealed envelopes containing the Financial Bid.
3. Any bidder objecting to the same shall be disqualified and his financial bid shall be returned on the spot.
4. Absence of bidders or their authorized representatives shall not impair the legality of the process.
5. The financial bid price, as indicated in the financial bid submission form of each bidder shall be read out on the spot, however, it shall be clearly stated that the final financial bid prices would be arrived at after detailed scrutiny/correction of arithmetical error in the financial bid.
6. The bidder who qualified Technical Bid and is the lowest bidder (L-1) in Financial Bid, negotiation will be held, if need be.

## **RIGHT OF ACCEPTANCE:**

1. HAIC reserves all rights to reject any bid including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the Competent Authority of the HAIC in this regard shall be final and binding.
2. Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.
3. The competent authority of the HAIC reserves the right to award any or part or full contract to any successful agency (ies) at its discretion and this will be binding on the bidders.
4. In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency that has been awarded the contract, the competent authority of the HAIC reserves the right to award the contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the bidders.



5. The HAIC may terminate the Contract if it is found that the Contractor is black listed on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.

#### **NOTIFICATION OF AWARD BY ISSUANCE OF 'LETTER OF ACCEPTANCE'**

1. After determining the successful evaluated bidder, Haryana Agro Industries Corporation Limited shall issue a Letter of Acceptance (LoA) in duplicate, who will return one copy to Client duly acknowledged, accepted and signed by the authorized signatory, within **Three (3) days** of receipt of the same by him.
2. The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will be a binding to the contract.

The time taken between the date of issue of LoA and Notice to Proceed shall not prevent the contractor to mobilize the man power.

#### **RETURNING OF EARNEST MONEY DEPOSIT (BID SECURITY AMOUNT)**

1. The Earnest Money Deposit of the unsuccessful bidders in the **technical Bid evaluation stage** shall be returned along with their unopened financial bids within seven (07) days after opening of the eligible financial Bids.
2. The Earnest money Deposit of the unsuccessful bidders in the **financial bid evaluation stage** shall be returned within seven (07) days, on award of contract to the Successful bidder.
3. The Earnest money deposit of all the bidders shall be returned along with their unopened financial bids, in case of cancellation of Tender after the opening of Bids and prior to opening of financial bids.