



SINCE 1986
HAFED

**THE HARYANA STATE COOPERATIVE SUPPLY
AND MARKETING FEDERATION LIMITED**
CORPORATE OFFICE, SECTOR 5, PANCHKULA HARYANA (INDIA)
Tel: 2590520-24, FAX: 2590711 e-mail: hafed@hry.nic.in
Web-site: www.hafed.gov.in

**NOTICE INVITING E-TENDER FOR ENGAGEMENT OF RETAIL AGENCY/FIRM
FOR OPERATIONS OF HAFED's RETAIL SALE OUTLETS IN HARYANA
INCLUDING LOGISTICS/STORE MANAGEMENT.**

The Haryana State Cooperative Supply and Marketing Federation Limited (HAFED) invites E-Tenders for hiring of a Retail Agency for Operations of HAFED's Retail Sale Outlets including Logistics Management, Store Management and Point of Sale (P.O.S) based IT Solution. The agencies having experience in Retail Sale Operations and fulfilling the eligibility criteria laid down in the e-tender document may submit their technical and financial bids along with all supporting documents online. The tender document containing details of scope of work, eligibility criteria and other terms & conditions is available on portal <https://etenders.hry.nic.in> and Hafed's website www.hafed.gov.in. The period of downloading of tender document & bid submission starts from **27.08.2020 at 06:00 PM to 10.09.2020 up to 10:00 AM** through e-Tender portal <https://etenders.hry.nic.in>. The technical bids will be opened on **10.09.2020 at 11.00 AM** at Hafed Corporate Office, Sector-5, Panchkula in the presence of the bidders or their authorised representatives, who may wish to be present. Thereafter, the bidders will be required to give a presentation before a committee to assess their skills and proposal. The date and time for which shall be conveyed separately.

MANAGING DIRECTOR

Detailed Notice Inviting E-Tender

E-Tender is invited for below mentioned work in single stage two cover system i.e. Pre-Qualification/Technical Bid (online bid under Technical Envelope) and Request for Financial Bid (comprising of price bid proposal under online available commercial envelope) :

Sr. No.	Name of work	EMD to be deposited	Tender Document fee and E-services fee	Start Date & Time of Bid preparation and submission	Expiry Date and Time of Bid Submission
1	E-Tenders for hiring of an agency for Operations of HAFED's Retail Sale Outlets including their Logistics Management and Point of Sale (P.O.S) based IT Solution	Rs. 1,00,000/- (One Lakh)	Rs. 5000+ Rs. 1000 = Rs. 6000	27.08.2020 at 6.00 PM	10.09.2020 at 10.00 AM

Under this process, the Pre-qualification/ Technical online bid application as well as online Price Bid shall be invited at single stage under two covers i.e. PQQ/Technical & Commercial Envelope. Eligibility and qualification of the bidder will be 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 Bidders whose PQQ/Technical bids are responsive to eligibility and qualification requirement as per Tender Document.

1. The Payment for Tender Document Fee and e-Service Fee shall be made by eligible bidders/Retail Agencies 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 Guidelines" available at the Single e-Procurement portal of Government of Haryana and also mentioned under the Tender Document.
2. 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. Retail Agency will be required to make online payment of Rs. 1,00,000/- (Rs. One

Lakh) towards EMD fee in due course of time. The intended bidder fails to pay EMD fee under the stipulated time frame shall not be allowed to submit its bids for the respective event/tender.

3. The interested bidders must remit the funds at least T+1 working day (Transaction + One Day) in advance before the expiry date & time of the respective event and make payment via RTGS/NEFT or OTC to the beneficiary account number specified under the online generated challan. The intended bidder/Agency will be able to successfully verify their payment online, and thereafter submit their bids on or before the expiry date & time of the respective event/Tender at <https://etenders.hry.nic.in>.
4. The interested bidders shall have to pay mandatorily e-Service fee (under document fee-Non refundable) of Rs. 1000/- (Rs. One thousand only) online by using the service of secure electronic gateway. The secure electronic payments gateway is an online interface between bidders & online payment authorization networks.
5. The payment for document fee/e-Service fee can be made by eligible bidders online directly through Debit cards & Internet Banking.
6. The Bidders can submit their tender documents (Online) as per the dates mentioned in the key dates:

Sr. No.	HAFED Stage	Bidder's Stage	Start Date and Time	Expiry Date and Time
1	Release of Tender	-	27.08.2020 06.00 PM	10.09.2020 10.00 AM
2	-	Downloading of Tender Document/ Online Bid Preparation, Hash Submission and Submission of online bid	27.08.2020 06:00 PM	10.09.2020 10.00 AM
3	Opening of Technical Bid	-	10.09.2020 11.00 AM	
4	Opening of Financial Bid		14.09.2020 02.00 PM	

Important Note:

1. The Applicant/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 bid status will be considered as “Bid Not submitted”.

2. Applicant/Bidder must confirm & check his/her Application/bid status after completion of his/her all activities for e-bidding.
3. 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.

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

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

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

5. **Download of Tender Documents:**

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

6. **Key Dates:**

The 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, Processing fee & EMD fees & Bid Preparation & Submission (Technical & Commercial/Price Bid):**

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

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

7.2 **PREPARATION & SUBMISSION OF ONLINE APPLICATIONS/BIDS:**

- (I) Detailed Tender documents may be downloaded from e-Procurement website <https://etenders.hry.nic.in> and tender mandatorily be submitted online following the instruction appearing on the screen.
- (II) Scan copy of Document to be submitted / uploaded for Technical bid under online Technical Envelope. The required documents (refer to DNIT) shall be prepared and scanned in different file formats (in PDF/JPEG/MS WORD format such that file size

is not exceed more than 10 MB) and uploaded during the on-line submission of Technical Envelope.

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

8. ASSISTANCE TO THE 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 shield emailing any issue along with the contact detail. For any issue/clarification relating to the Tender (s) published kindly contact the respective tender Inviting Authority. <u>Tel:-0120-4200462,0120-4001002</u> Mobile: 88262-46593 Email:-support.etender@nic.in For any technical related queries please call at 24x7 Help Desk number 0120-4001002,0120-4200462,0120-4001005,120-6277787
For support related to Haryana Tenders in addition to help desk you may also contact on email ID eproc.nichry@yahoo.com, <u>Tel: 0172-2700275</u>

Timing:

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

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

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

Note: 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>

(Online Payment Guidelines)

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 + Processing fee & EMD:

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

Operative Procedures for Bidder Payments

A) Debit Card

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

- (i) Bidder selects Debit Card option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount and the card charges to be paid by bidder. The portal also displays the total amount to be paid by the bidder.
- (iii) Bidder clicks on “Continue” button.
- (iv) The e-Procurement portal takes the bidder to Debit Card payment gateway screen.
- (v) Bidder enters card credentials and confirms payment
- (vi) The gateway verifies the credentials and confirms with “successful” or “failure” message, which is confirmed back to e-Procurement portal.
- (vii) The page is automatically routed back to e-Procurement portal
- (viii) The status of the payment is displayed as “successful” in e-Procurement portal.
- (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-Procurement portal shall store the unique transaction number in its database alongwith 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) RTGS/ NEFT

This solution shall also allow the bidder to make the EMD payment via RTGS/NEFT 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 RTGS/NEFT. 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 the payment of EMD, the bidder clicks on RTGS/NEFT 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, Amount, Beneficiary Bank Branch, Beneficiary Name.

RTGS / NEFT Payment Procedure

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

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

D) Over the Counter (OTC)

This solution shall allow the bidder having account with SBI bank, to make the payment from any CMS enables Branch of SBI Bank in India. Bidders can make the payment via cash (if amount is <=[49,999), Demand Draft or SBI Bank Cheque.

The procedure for paying through OTC mode is as follows:

- (i) Bidder selects over the counter remittance option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount to be paid. The bidder chooses the bank account number for refund of the amount.
- (iii) Bidder clicks on “Continue” Button.
- (iv) The e-Procurement portal displays the details of payment. The Bidders click on “Print Challan” and print the OTC Challan.
- (v) Bidder submits the OTC Challan at the counter of any designated bank of SBI Bank with Cash/Demand Draft/SBI Bank Cheque (Payment in Cash is allowed upto Rs.49,999/-).
- (vi) SBI bank verifies the URL (format to be discussed and decided) and amount with e Procurement portal prior to accepting the payment.
- (vii) On successful verification from e-Procurement portal, SBI bank accepts the payment. In case of failure, SBI bank shall return back the OTC challan and payment to the bidder.
- (viii) SBI bank commits the payment transaction (in case of successful verification from eProcurement portal) and sends the Bank Transaction number (I-Sure Reference Number) online against the URN and Amount.
- (ix) SBI bank will generate receipt for the payment transaction and issues the same to the bidder.
- (x) The e-Procurement system update the bank transaction number against the URN and Amount based on the details sent by SBI bank online prior to generation of the receipt.
- (xi) The status of the payment will be displayed as “verification successful” in e-Procurement Portal, when the bidder clicks on the verification option in the portal.
- (xii) Bidder would be required to upload the scan copy of receipt as received from SBI Bank as part of proof in next tender portal before submitting

DETAILED TERMS AND CONDITIONS

1. Background

The Haryana State Cooperative Supply and Marketing Federation Limited (hereinafter referred as 'HAFED') is the largest cooperative federation in the State of Haryana serving the interest of farmers and people of Haryana since 1966.

In addition to the other business activities, the Federation is also into the business of Marketing and the Sale of Consumer products is carried out through a network of Distributors and through its own Outlets. Presently, Retail Sale is made through 30 Sales Outlets and it is now expanding its network of Sales Outlets by opening additional 20 + Sales Outlets at keep locations in all Districts of Haryana.

HAFED intends to hire an agency for Operations of HAFED's Retail Sale Outlets including their Logistics Management and Point of Sale (P.O.S) based IT Solution.

2. Scope of Work

The Scope of work for the agency will be as under :-

- (i) The agency shall be responsible for carrying out all the Operations for smooth management of all the existing and upcoming Sales Outlets of HAFED including their Logistics Management and Point of Sale (P.O.S) based IT Software Solution. The detail about qualifications of the manpower to be deployed manpower deployment criteria, the responsibilities and requirements is annexed at **Annexure-X**.
- (ii) The agency shall deploy the required qualified, competent and trained manpower with prior experience in the field of Retail for successful Management of all the Operations of the Sales Outlets.
- (iii) The other/allied activities are

Payment Reconciliation

- Dynamic, Static UPI integration
 - Integration with payment processors such as, Payswiff, mSwipe etc.
 - Day end, Shift end reconciliation
- (iv) The agency shall also manage the Logistics i.e. transportation of the Consumer products from the HAFED's Processing units / Mills / Buffer storage points for the Outlets and it shall be the responsibility of the Retail Agency for complete store

management. However, the Agency may be required to transport consumer products from any location in Haryana that may be conveyed by Hafed.

- (v) The agency shall provide all the required Hardware equipment at the retail outlets and Software solution for functioning of IT based Point of Sale (P.O.S) and a executive dashboard for online MIS access to the Stakeholders of HAFED.
- (vi) The agency will be responsible for all the day- to- day operations of the Sale Points like e-Billing, Inventory Management, Retails Analytics, Payments & Stocks reconciliation, Online Reporting & Vendor Management in consultation with HAFED.
- (vii) The Agency will be free to utilize 25% space for stocking/selling products (mainly FMCG) of Brands other than HAFED, however, prior permission for such Products/ brands shall have to be taken by the Agency from HAFED. The product category will be decided on mutual agreement basis.

Note: The above Scope of work is merely illustrative and not exhaustive. The agency shall be thus required to carry out all allied, incidental duties, services and/or operations related to successful operations of HAFED's Retails Outlets and as may be indicated by the authorized representative of the HAFED, at no extra cost.

3. Obligations on the Part of Hafed

- i) The required space and basic accessories including Power Supply at the Sales Outlets will be provided by HAFED to the selected Agency/Company as per HAFED's norms.

- ii) HAFED will ensure timely availability of all the products in its range maximum within 2 days of placement of indent by the Agency with the Hafed Head Office, Panchkula.

4. Eligibility Criteria

The qualifying/eligibility criteria will be as under:-

- i) The firm/agency/company/cooperative society registered under Central Act/Act of Haryana/ Companies Act, 2013 or Indian Partnership Act, 1932.
- ii) The bidder firm must have experience of at least 1 year in the field of retail business/management prior to the date of notification of the tender.
- iii) Must be registered with Income Tax Deptt., Provident Fund Deptt/ESI., and GST. (A copy of registrations certificates issued by concerned authorities is required to be attached along with a certificate in regarding compliance of EPF, ESI, Labour welfare fund & Service Tax, etc. for the last three financial years duly certified by a Chartered Accountant)
- iv) Minimum turnover of Rs. 2 Crores in the last financial year 2019-20 (The balance sheets duly audited by a Chartered Accountant to be attached)
- v) Should not have been blacklisted by any of the Government/Semi-Government Department/s or PSU/ institution/ corporation/ federation and not connected to any firm who has been so blacklisted in the past five years.

5. General Terms and Conditions

- (i) All the instructions contained in the Tender document are important and required to be complied with.
- (ii) An undertaking regarding compliance of statutory obligations as per **Annexure-C** is required to given/uploaded.

- (iii) An affidavit regarding non-black listing/non-prosecution as per **Annexure-D** is also required to be given/uploaded.
- (iv) The agency being the employer in relation of persons engaged/employed by him to provide the Service under the Service agreement shall alone be responsible to make the payment of monthly wages/salaries to the persons deployed by him which in any case shall not be less than the minimum wages as fixed or prescribed under the wages Act 1936, minimum wages Act 1948 (Act XI of 1948), contract labour (Regulation & Abolition) Act, 1970 and rules framed there under from time to time or by the state Government and /or any authority constituted any or under any law and observe compliance of all the relevant labour laws. Besides this the Retail Agency shall also make the payment of all other statutory dues like employees provident fund, employees state insurance, employees deposit link insurance, bonus, gratuity, etc. to his employees.
- (v) All persons employed by the Retail Agency shall be engaged by him as his own employees/ workers in all respects and while taking the services of workers, the Retail Agency(s) shall have to comply with the following provisions:
 - a) To pay the wages/salaries under the Payment of Wages Act, 1936, Minimum Wage Act, 1948, Contract Labour (Regulation & Abolition) Act, 1970 and rules framed there under, Employees Provident Fund (EPF) Act, 1952, Employee State Insurance Act, 1948, Payment of Bonus Act, 1965, Employees Deposit Link Insurance (EDLI) Scheme, 1976, Payment of Gratuity Act, 1972, Maternity Leave Act, 1961, as applicable and as amended from time to time and or any other rules framed there under, etc.
 - b) To comply with the provision of the Income Tax Act, 1961, Good and Service Tax, etc. as applicable or as amended from time to time. Any other expenses to be incurred in compliance with the provision of the Service Agreement.
- (vi) The Retail Agency will be governed by the laws of land for the time being in force in India and shall comply with or cause to be complied with all the labour regulations enactments/laws made by the State Government and the Central Govt. from time to time in respect of payment of wages of the workers/labour and all related matters.

- (vii) The Agency shall be liable to comply with all the provisions of the relevant “ The Shops and Commercial Establishment Act” and other applicable statutory requirement which includes local laws/ labour laws/ taxation laws etc.
- (viii) If a criminal or civil case is filed due to the negligence of Retail Agency under the provisions of Industrial Act or Workmen’s Compensation Act, or Contract Labour Regulation Act or E.S.I. Scheme or Provident Fund Act or any other applicable Act, the penalty, loss and damages shall to be borne by the Retail Agency.
- (ix) In case, the worker employed by the Retail Agency, due to any reason, gets injured, or has fatal injury, the responsibility of giving compensation to the worker or to anybody else will rest upon the Retail Agency and in no case HAFED or any of its officers shall be responsible. Neither the Retail Agency nor anybody else on behalf of the worker shall lodge a complaint against the HAFED with any legal authority. If the Retail Agency or anybody else on behalf of the worker lodges a complaint against the HAFED to get any compensation from the HAFED, the claim will be treated as null and void.
- (x) In any case, the Retail Agency shall be bound to indemnify HAFED against all claims whatsoever in respect of the said personnel/labour under the Workmen’s Compensation Act, 1923 or any statutory modification thereof or otherwise in respect of any damage or compensation payable in consequent of any accident or injury sustained by any workmen or other person whether in employment of the Retail Agency or not.
- (xi) If any worker of the Retail Agency files a complaint against the Retail Agency with regard to the non-payment of wages, benefits of earned leave, bonus, or any other legally payable amount, the Retail Agency shall have to take action to bring out an amicable solution to it. Otherwise, HAFED may treat the claim as true and the claim of worker shall be paid after deducting the said amount from the amount payable to the Retail Agency.
- (xii) Any amount spent by HAFED in payment of dues to anybody on behalf of the Retail Agency, will be deducted from the unpaid bills and the Performance Security Deposit (PSD) of the Retail Agency. If the Retail Agency or his worker causes any financial loss to the Department due to the negligence or irresponsibility of the Retail Agency or if the HAFED will have to pay any rightful amount to the workers, such as wages, compensation for any injury or death due to any accident, or any other compensation or penalty, then, the loss, payment of rightful amount to workers etc. will be deducted

- from the unpaid bills and the PSD of the Retail Agency. If the paid amount is more than the unpaid bills amount and the PSD of the Retail Agency, the difference will be collected from the Retail Agency by taking a legal action against the Retail Agency.
- (xiii) Under no circumstances, the Retail Agency will employ children on job work. The Retail Agency should take care that no person without permission will be allowed into the HAFED's premises (Sales Outlets) at any time.
 - (xiv) The workers of the retail Agency will be treated as neither the permanent nor temporary employees of HAFED. Neither the worker nor the Retail Agency is allowed to stay within the premises of Hafed after the completion of working hours. Neither the worker nor the Retail Agency can build any hut, shed or camp, even on temporary basis to make a residential place for the workers at any premises of the HAFED.
 - (xv) All prevailing rules, regulations, guidelines, instructions etc. pertaining to job work contract, issues by Government of Haryana through its various resolutions/ circulars/ letters, shall also be applicable to this tender.
 - (xvi) The Retail Agency shall ensure that there is no shortage of labour/manpower at any point of time during the contract in force and the persons deployed do not have to work overtime, otherwise admissible overtime will also be payable as per rules.
 - (xvii) The Retail Agency shall be bound to provide all necessary safety equipments for the required operations by its manpower and ensure all safety measures with the labour/ other manpower employed by it.
 - (xviii) The Retail Agency shall have to execute all the work to the full satisfaction of the HAFED.
 - (xix) The Retail Agency shall also furnish an affidavit duly notarized (along with bills) to the concerned District Manager, HAFED that he has released due payment to the labourers/ workmen engaged by them as per Minimum Wages Act along with other statutory deductions/payments. The responsibility for any penal action arising out of violation of the statutory provisions shall solely lie with the Retail Agency and HAFED shall not be responsible for any penalty/ legal liability in this respect.
 - (xx) Deduction of Income Tax and surcharge, if any, applicable shall be made at source as per law. It shall be the responsibility of the Retail Agency to comply with the provisions of the Income Tax Act.

- (xxi) The tender without earnest money deposited online or short of it shall not be entertained and rejected straightway.
- (xxii) The bid document is not transferable in any case.
- (xxiii) The bidder(s) may inspect the Areas/Location, where the services are to be provided for assessing the work involved on any working day during office hours.
- (xxiv) Any attempt direct or indirect to cast influence negotiation on the part of the bidder(s) with the officials/authority to whom he shall submit the tender or the tender accepting officials/authority before the finalization of tenders shall render the tender liable for rejection.
- (xxv) The tender documents shall only be uploaded online in electronic form in two covers. Each cover shall contain separately the “Technical Bid” and the “Financial Bid” in **Annexure-A** and **Annexure-B** respectively and original not to be submitted manually. However, in case any document uploaded is not scanned properly and is not legible, the bidder(s) may be asked to manually submit hard copy.
- (xxvi) The L-1 will be decided on the basis of financial bid for operating the Retail Sale Point (in Rs. Per Retails Sale Point) for providing as per the scope of work, to be quoted in the Financial Bid Performa (**Annexure-B**).
- (xxvii) The tender shall remain valid and open for acceptance for a period of 60 days from the last date of submission of tender.
- (xxviii) The Tender, which has not complied with one or more of the condition prescribed, will be summarily rejected. The conditional tenders will also not be entertained and shall summarily be rejected.
- (xxix) HAFED reserves the right to negotiate with the lowest valid bidder/s (L-1). In case, the negotiated rates are not reasonable, HAFED may cancel the tender in full or in

part and may accept only the rates for the activity for which the rates/bids received are reasonable.

- (xxx) If the successful bidder(s) after depositing security and entering into an agreement with HAFED, fails to undertake the work or refuses to work or make default in proper fulfilment of the conditions of the Agreement, or leave the work in between, the security deposited by him shall stand forfeited and Bank Guarantee revoked and he will be black-listed. In addition, HAFED shall be competent and authorized to get the remaining work carried out on the prevailing market rates by appointing other agency at the risk and cost of the defaulting agency, by servicing him with one day's notice and in that case extra amount incurred by the HAFED shall be recoverable from the defaulting Agency from his security and pending bills, if any.
- (xxxi) The jurisdiction of court in case of any dispute in between the procuring entity and the Retail Agency(s) will be at Panchkula, Haryana.
- (xxxii) Any corrigendum and addendum will be displayed only on websites www.hafed.gov.in and www.etenders.hry.nic.in.

6. Selection Criteria

The tendering evaluation/selection shall be done on QCBS system giving weightage of 70% for Technical Evaluation based on relevant experience and quality of POS/ IT Solution proposed and 30% weightage for financial evaluation. The technical evaluation shall be done based on the following criteria:

- i) Each bidder shall be assigned marks, out of total of 100 marks, as per the criteria specified below:

1. Number of years in Retail Business (Experience)	Max. 15 Marks
a) More than 1 years and up to 3 years	10 marks
b) More than 3 years	15 marks
2. Experience of Client Service	Max. 15 Marks
a) Up to 2 clients	10 marks
b) More than 2 Clients	15 marks
3. Turnover of last financial year (2019-20)	Max. 10 Marks
a) Up to Rs. 2 crores	5 marks
b) More than Rs. 2 crores	10 marks
4. Profit in the last 3 years.	Max. 10 Marks
5. Number of Manpower	Max. 20 Marks
a) Up to 100	15 marks

b) More than 100	20 marks
6. Skills & Presentation	30 Marks
GRAND TOTAL (Maximum marks)	100

- ii) The bidders will be required to submit all relevant documents in support of above criteria, in the absence of which marks will not be allotted in any case.
- iii) A bidder should mandatorily secure a minimum 70% (i.e. 70 marks out of total 100 marks) in Technical Evaluation in order to be a qualified bidder for being eligible for Technical weightage and subsequently for opening of financial bids.
- iv) The total marks obtained by a Bidder in the technical bid shall be allocated 70% of technical weightage and the financial bid shall be allocated 30% of financial weightage, and thereby making a total of 100% for the complete bidding.
- v) The financial evaluation shall be carried out and financial bids of all the bidders shall be given weightage out of 30%. The bidder with the lowest bid price (L-1) against Sr. No. 1 at Annexure-B shall be assigned full 30 marks (i.e. 30% x 100). The financial scores of the other bidders (i.e. L-2, L-3... and so on) shall be computed as under :

$$30 \times \text{Lowest Value (L-1 Price)} / \text{Quoted Value (L-2 or L-3.....)}$$
- vi) The bidder's rankings shall be arranged depending on the marks obtained by each of the bidders in the Technical Evaluation and Financial Evaluation together.
- vii) The Bidder meeting the minimum eligibility criteria and with the highest marks/rank (i.e. the total of technical evaluation marks and financial evaluation marks) shall be deemed as the successful Bidder and shall be considered eligible L-1 Bidder for further processing.
- viii) If the total marks obtained by two or more bidders, as per above criteria are same, then the work will be allotted to the Agency getting maximum marks in the presentation.

7. Period of Contract

The contract shall remain in force for a period of Five years, which may be extended for a maximum period of further Two years on the same rates and terms conditions subject to satisfactory performance of the Agency.

8. Earnest Money Deposit (EMD)/Security

- i. Every bidder shall be required to deposit Rs. 1,00,000 (One Lakh only) towards the Earnest Money Deposit (EMD).

- ii. The EMD of a bidder lying with HAFED in respect of other tender, if any, awaiting decision shall not be adjusted towards the bid security for this tender.
- iii. The EMD of unsuccessful bidders shall be returned/ refunded as soon as possible after final decision on bids and after the contract with the successful bidder(s) is signed and performance security deposit is obtained, however, HAFED shall not be liable to pay any interest thereupon in any case.
- iv. The EMD of successful bidder/s will be converted into Security, on which no interest shall be paid by HAFED and which shall be retained by HAFED till the expiry of the contract period.
- v. The Security shall be refunded only after the successful execution of the contract. The security will be refunded on completion of internal audit of accounts for that period and if nothing is found due against the Retail Agency/Agency.

9. Acceptance of the successful Bid and award of work

- (a) A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
- (b) As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder(s) by registered post or email and the bidder(s) will be asked to execute service agreement on a non-judicial stamp paper of requisite value and to deposit the amount of Performance Security Deposit within fifteen days from the date on which the Letter of Acceptance is dispatched to the bidder(s).

10. Right to accept or reject any or all Bids

HAFED reserves the right to accept or reject any bid without assigning any reason/ notice whatsoever and is not bound to accept the lowest bid. HAFED also reserves the right to annul (cancel) the bidding process and reject all Bids at any time prior to award of contract, without incurring any liability to the bidders.

11. Performance Security Deposit (PSD)

- i. Prior to execution of an agreement, the successful bidder shall be required to furnish performance security deposit (PSD) of Rs. 25,00,000/- (Twenty Five Lakh only) in favour of the Managing Director, The Haryana State Cooperative Supply & Marketing Federation Ltd. (HAFED) payable at par at Panchkula. The PSD shall be in

the form of Bank Guarantee of a scheduled commercial bank as per **Annexure-E**. In addition to it two post dated cheques of Rs.25,00,000/- each shall be submitted by the successful bidder in favour of Hafed. In the event of failure to adhere the terms and conditions by the bidder or any other loss caused to Hafed will lead to forfeiture of security amount and realization of losses by producing post dated cheques, besides recovering the losses as per laws and litigation.

- ii. The PSD shall remain valid for a period of three months beyond the date of completion of all contractual obligations of the bidder(s).
- iii. The PSD is required to be furnished within 15 days (inclusive of holidays) from the date of acceptance of the offer by HAFED.
- iv. The Bank Guarantee will be released after successful completion of the contract on production of “No Objection Certificate” from all the Hafed District Offices.
- v. The PSD, in full or part, may be forfeited, including interest, if any, in the following cases:-
 - a) When any of the terms and conditions of the tender document/agreement is breached.
 - b) When the bidder(s) fails to complete the work satisfactorily.
 - c) When the bidder(s) breaches any provision of the code of integrity prescribed in the tender document.
 - d) When financial loss is caused to HAFED due any act of omission/commission on the part of the successful bidder/Agency.
- vi. Notice will be given to the bidder(s) with reasonable time before the Bank Guarantee is invoked and PSD deposited is forfeited.

12. Execution of Agreement

- (a) The successful bidder(s) shall be required to execute a service level agreement with HAFED as per the terms and conditions mentioned in this document.
- (b) HAFED shall have all the rights to impose further fresh terms and conditions or amend/ delete any of the existing terms and conditions on the selected applicants and shall have full right to execute agreement as per the revised terms and conditions in the larger public interest.
- (c) The successful bidder(s) shall sign the service agreement within 10 days from the date of submission of Performance Security, on a non-judicial stamp paper of specified value at its cost and to be purchased from anywhere in Haryana only.
- (d) A contract shall come into force from the date of execution of the Agreement.
- (e) If the bidder(s), whose bid has been accepted, fails to sign the contract or fails to furnish the required PSD within the specified period, the procuring entity shall take action against the successful bidder as per the provisions of the tender document.

13. Forfeiture of EMD/Security

The earnest money deposit shall be liable to forfeiture, without giving any notice and without prejudice to any other right or remedies of the HAFED under the contract and law in the following cases:-

- i. if the Bidder after submitting his Bid resiles from his offer and/or modifies the terms and conditions thereof in any manner.
- ii. in the event of the Bidder's failure after the acceptance of his Bid to furnish the requisite security deposit by the due date.
- iii. in case the Bidder does not execute the necessary agreement within the specified period.
- iv. if the successful bidder fails to abide by the terms of the contract or does not complete the assignment as per the timelines.
- v. in case of any loss caused to Hafed due to acts of omission/commission by the successful bidder/Agency.

14. Code of Integrity for Bidders

The bidders shall observe and follow the code of integrity:-

A. Prohibiting:

- i) Any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
- ii) any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- iii) any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- iv) improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
- v) any financial or business transactions between the bidder and any officer or employee of the procuring entity;
- vi) any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- vii) any obstruction of any investigation or audit of a procurement process;

B. Disclosure of conflict of interest;

- a) Disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.
- b) Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including
 - i) exclusion of the bidder from the procurement process;
 - ii) calling-off of pre-contract negotiations and forfeiture or encashment of bid security;
 - iii) forfeiture or encashment of any other security or bond relating to the procurement;
 - iv) recovery of payments made by the procuring entity along with interest thereon at bank rate;
 - v) cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
 - vi) debarment of the bidder from participation in future procurements.

15. Penalty

- i) In case, any of the conditions of the Agreement are violated by the Agency, HAFED may imposed penalty to be decided by the Managing Director HAFED on the basis of the assessment of quantum of such violations. HAFED may get the work done from any other source at the risk and cost of the Agency.

16. Liquidated Damages

- (i) Hafed shall be open to recover from the Retail Agency any damages caused to the HAFED due to any act of the Retail Agency or his employees/manpower/workmen.
- (ii) In case of failure of Retail Agency to provide timely and successful service which leads to any Loss to HAFED which shall be recovered as per the valuation as per books of accounts of the HAFED.

17. TERMINATION

- a) HAFED can terminate the contract at any point of time by giving two month's written notice to the Retail Agency without assigning any reason and without payment of any compensation thereof. However, HAFED shall give only one month's notice of termination of contract to the Retail Agency when there is a default in compliance of the terms and conditions of this tender or the Retail Agency fails to comply with its statutory obligations.
- b) HAFED shall have the right to immediately terminate the contract if the Retail Agency becomes insolvent, ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an arrangement for the benefits of creditors. The contract can also be terminated without giving any notice if it is found at a later stage that the Retail Agency gave wrong information or submitted wrong affidavit at the time of e-tender.

18. HAFED's Decisions and Instructions

Except where otherwise specifically stated, the HAFED's decision shall be binding on the bidder. The bidder shall carry out all instructions of Hafed pertaining to the services and comply with the applicable laws.

19. Sub-Contracting

This is non-transferable contract. Subletting of the work or part of work is not allowed under any circumstances. However, the Agency may constitute consortium or Joint Venture with any other Agency preferably with any software company.

20. Fore-Closure

Hafed reserves the right to increase/decrease the work allotted to the Retail Agency or to foreclose the contract without assigning any reason. In such case, the bidder will not be entitled to any compensation.

21. Arbitration

The disputes, if any, arising between the Retail Agency and HAFED shall be resolved amicably, failing which it shall be referred to an Arbitrator, mutually acceptable to both parties, appointed by the Managing Director, HAFED, as per the relevant provisions under

Arbitration and Conciliation Act, 1996 and his decision shall be binding on both the parties.
The Civil Court shall have no jurisdiction in case of dispute between the parties.

I. Qualification

Minimum 10+2 having required aptitude and attitude for the Retails Sales Operations with knowledge in use of Computer/IT equipment.

II. Manpower Deployment Criteria

- a) Minimum 2 persons i.e. Assistant Manager/ Sales Assistant/ Sales Person shall be deployed per Retail Sale Outlet (which includes work of e-billing/software).
- b) 1 Supervisor per Retail Sales Outlets (Approx. 1 per 10 Outlets.)
- c) 1 Marketing Officer/Retail Expert Executive for overall coordination (Single Point of Contact) with HAFED.
- d) Logistic (Manpower/Transport) from Warehouse to Store.

III. Responsibilities

- Ensure high levels of customer satisfaction through excellent sales service
- Maintain outstanding store condition and visual merchandising standards
- Maintain a fully stocked store
- Ascertain customers' needs and wants
- Recommend and display items that match customer needs
- Welcome and greet customers
- Manage point-of-sale processes
- Actively involve in the receiving of new shipments
- Keep up to date with product information
- Accurately describe product features and benefits
- Follow all companies policies and procedures

IV Requirements

- Proven working experience in retail sales
- Basic understanding of sales principles and customer service practices
- Proficiency in English
- Track record of over-achieving sales quota
- Solid communication and interpersonal skills
- Customer service focus
- Friendly, helpful, confident and engaging personality
- Basic administration skills

FORMAT OF TECHNICAL BID

Sr. No.	Particulars	
	Name of Retail Agency	
	Complete Address	
	Email ID	
	Website, if any	
	Phone Nos./Mobile No.	
	<u>Contact Person</u> Name Designation Phone No./Mobile No E-mail address	
1	Details of EMD (Rs.1,00,000/-)	RTGS No. Date: Amount: Bank:
2	Details of cost of Tender document (Rs. 5000/-)	RTGS No. Date: Amount: Bank:
3	Pan Card No. (Enclose copy)	
4	Firm/Company's Registration Certificate (Enclose copy)	No. Date: Registering Authority:
5	Good & Services Tax Registration (Enclose copy)	No. Date:
6	EPF Registration (Enclose copy)	No. Date: Registering Authority:
7	ESI (Enclose copy)	No. Date: Registering Authority:
8	Valid Labour License (s) for deployment of manpower of at least 100 Nos. (Enclose copy)	No. Date: Registering Authority:
9	Undertaking as per Annexure-C (Please tick)	Enclosed / Not enclosed
10	Affidavit of Non-blacklisting as per Annexure-D (Please tick)	Enclosed/ Not enclosed

11	CA Audited Balance Sheet/ P&L Statement	Enclosed/ Not enclosed
12	Solvency Certificate from any commercial Bank (Please tick)	Enclosed/ Not enclosed
13	Proof of Experience	Enclosed/ Not enclosed
14	Certificate regarding submission of EPF, ESI, Labor welfare fund & Service Tax Return certified by a Chartered Accountant (Please tick)	Enclosed/ Not enclosed
15	Income Tax Return: Proof of payment of Income Tax for the maximum last 3 years - Income Tax Returns (Please tick)	Enclosed/ Not enclosed
16	Copy of Tender Documents duly signed at each page (Please tick)	Yes / No
17	Whether all the enclosures have been self-attested by the bidder? (Please tick)	Yes / No

I/we hereby state that:-

1. I/we have read all the schedules, appendices, annexures to the tender document, terms & conditions carefully.
2. This technical bid contains page No. ____ to ____ . I/ we have signed each & every page.
3. I/ we hereby verify that all the details and documents given above and attached with this technical bid are true to the best of my/our knowledge and belief. If any, discrepancy is found at a later stage or if any information/ document submitted is found to be incorrect/ false, our Bid is bound to be rejected and we will be liable for any action as a result thereof. I/ we understand that the above technical qualifications are minimum and will have to be fulfilled by me/ us to be eligible to participate in the price bid.
4. I/we hereby agree to abide by all the terms & conditions laid down in the e-tender document.

Signatures:

Seal/ Stamp :

Full Name of the authorized signatory :

Designation of the signatory :

Contact No. of signatory :

E-Mail ID of signatory :

Annexure-B

**‘FORMAT OF FINANCIAL BID’
(To be submitted in a separate cover)**

The rates should be offered in the following format. There should be no cutting/
over-writing in the Financial Bid. (In Rs.)

Sr. No.	Descriptions	Rate in Rs. Per month per Retail Sale Outlet excluding taxes, if any
1.	Per month Per Retail Sale Outlet Charges for Operations including its Logistics Management, Store Management and Point of Sale (P.O.S) based IT Software Solution.	Figures (in Rs.) Words (Rupees)

1. We agree to provide all Services as per all the terms and conditions of this Tender.
2. The Retail Agency shall quote the **Rate in Rs. Per month per Retail Sale Outlet** both in figures and words. Cuttings/ alterations are not allowed.
3. Applicable Taxes shall be borne by the HAFED/Retail Agency as applicable under law/act.

Signatures :

Seal/ Stamp :

Full Name of the authorized signatory :.....

Designation of the signatory :.....

Contact No. of signatory :.....

E-Mail ID of signatory :.....

ANNEXURE-C

UNDERTAKING

I/We (Name) Director/ Partner (Strike out which is not applicable) of
(Name of Company/Firm/Agency/Cooperative Society) do hereby solemnly affirm, declare and undertake that:-

- (a) I undertake to furnish a valid Labour License not less than the numbers of persons mentioned in the terms and conditions of the tender for the execution of this service contract duly issued by the competent authority of the concerned Govt. from where the working experience certificate(s) have been furnished alongwith the tender(s).
- (b) I undertake that I shall obtain all Registration(s)/Permission(s)/License(s) etc. which are/may be required under any Labour Law or other Legislation(s) for providing the services under this Agreement.
- (c) It is my responsibly to ensure the compliance of all the Central and State Government Rules and Regulations with regard to the provisions of the services under this Agreement. I indemnify and shall always keep Department indemnified against all losses, damages, claims, actions taken against Department by any authority/office in this regard.
- (d) I undertake to comply with the applicable provisions of all welfare legislation and more particularly with the Contract Labour (Regulations and Abolition) Act, 1970, for carrying out the purpose of this Agreement. I shall further observe and comply with all the Government laws concerning employment of 1 alone be responsible to make monthly wages/ salaries and other statutory dues like Employees Provident Fund, Employees State Insurance, Employees Deposit Link Insurance, Bonus, Gratuity, Maternity etc. etc. to my/our employees, which in any case shall not be less than the Minimum wages as fixed or prescribed by the Minimum Wages Act, 1948 (Act XI of 1948), Contract Labour (Regulation & Abolition) Rules, 1970, and rules framed by there under for the category of persons employed by me from time to time or by the Central or State Government and/or any authority constituted by or under any law shall duly pay all sums of money to such staff as may be required to be paid under such laws. It is expressly understood that I am fully responsible to ascertain and understand the applicability of Various Acts, and take necessary action to comply with the requirements of laws.

(SIGNATURE)

ANNEXURE-D

AFFIDAVIT

(To be furnished on non-judicial stamp paper of Rs. 15/- duly attested by the Executive Magistrate)

I son/daughter/wife of Sh.
owner of Company/Firm/Agency/Cooperative Society
do hereby solemnly affirm, declare and undertake that:-

1. That I shall abide by all the provisions of Minimum Wages Act and shall ensure the compliance thereof invariably.
2. That I shall abide by all the provisions of EPF Act, Contract Labour Act 1970, and shall provide all the benefits i.e. Bonus, ESI, EDLI Gratuity etc to all workers engaged by me to discharge contractual obligation and outsourcing policy of the State Govt. Issued from time to time.
3. That the decision of The Managing Director, The Haryana State Cooperative Supply and Marketing Federation Limited (Hafed), Haryana, Panchkula or his authorized representative with reference to the Labour Welfare or Labour dispute shall be binding upon me and shall ensure the compliance of such decision in letter and spirit.
4. That I shall abide by all the provisions of all other Acts/Laws/Rules as are applicable in the services involved.
5. That I understand that I have to provide quality services during the whole term of contract by providing well-disciplined staff as per requirement.
6. I (Name) Director/Partner (Strike out which is not applicable) of (Name of Company/Firm/Agency/Cooperative Society) do hereby solemnly affirm and declare that the individual/firm/companies are not black listed/prosecuted by any Central/ State governments/ Union Territories/ Departments/ Offices/Statutory Bodies/ Autonomous Organizations/ Research Institutions/ any court of law or any partner or share holder thereof not directly or indirectly connected with or has any subsisting interest in business of my/our firm.

DEPONENT

Place:

Dated:

VERIFICATION

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

Place:

DEPONENT

Dated:

**PERFORMANCE SECURITY DEPOSIT (PSD) IN THE FORM OF BANK
GUARANTEE**

(To be stamped in accordance with Stamp Act and on a Stamp Paper purchased from Haryana State only and to be issued by a Scheduled Commercial bank having its branch at Panchkula and payable at par at Panchkula, Haryana)

To

The Managing Director,
The Haryana State Cooperative Supply and Marketing Federation Limited (Hafed),
Sector-5, Panchkula (Haryana).

1. In consideration of the Haryana State Cooperative Supply and Marketing Federation Limited (HAFED), which expression shall, unless repugnant to the context or meaning, thereof include its successors, representatives and assignees, having awarded in favour of M/s having registered office at hereinafter referred to as the Retail Agency, which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, representatives and assignees, a Contract, and the same having been unequivocally accepted by the Retail Agency and the Retail Agency having agreed to provide a Performance Security Deposit in the form of Bank Guarantee for the faithful performance of the entire “Contract” to the HAFED amounting to Rupees (in words) as Performance Security Deposit in the form of Bank Guarantee.
2. We (indicate the name of Bank), do hereby undertake to pay Rs (Rupees only), the amount due and payable under this guarantee without any demur or delay, merely on a demand from the HAFED. Any such demand made on the bank by the HAFED shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the HAFED and We (indicate the name of Bank), bound ourselves with all directions given by HAFED regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees only).
3. We (indicate the name of Bank), undertake to pay to the HAFED any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.

4. We (indicate the name of Bank) further agree that the performance guarantee herein contained shall remain in full force and effective up to <DATE> and that it shall continue to be enforceable for above specified period till all the dues of HAFED under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the HAFED certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We (indicate the name of Bank) further agree with the HAFED that the HAFED shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the HAFED against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the HAFED or any indulgence by the HAFED to the said Contractor(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.
6. The liability of us (indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We (indicate the name of Bank), lastly undertake not to revoke this guarantee except with the prior consent of the HAFED in writing.
8. This performance Guarantee shall remain valid and in, full effect, until it is decided to be discharged by the HAFED. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees..... only).
9. It shall not be necessary for the HAFED to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the HAFED may have obtained or obtain from the contractor.
10. We (indicate the name of Bank) verify that we have a branch at Panchkula. We undertake that this Bank Guarantee shall be payable at any of its Branch in Haryana. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.
11. We hereby confirm that we have the power(s) to issue this guarantee in your favor under the memorandum and articles of Association/constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power(s) and

has/have full power(s) to execute this guarantee for the power of attorney issued by the bank.

Dated this day of, 2020 For and on behalf of the <Bank>
(indicate the name of Bank)

Signature

(Name &, Designation)

Bank's Seal

Name & address of Bank:

Name of contact person of Bank:

Contact number:

The above performance Guarantee is accepted by the HAFED

For and on behalf of the HAFED

Signature:

(Name & Designation)

.....

* * *

GUIDELINES FOR SUBMISSION OF BANK GUARANTEE

Bank Guarantee shall be executed on non-judicial Stamp Paper of applicable value in favour of The Haryana State Cooperative Society & Marketing Federation Limited (HAFED), Panchkula purchased from Haryana State. The Bank Guarantee shall be executed by a Scheduled commercial Bank having branch at Panchkula and payable at par at Panchkula, Haryana only. The instructions are as under:

1. Non-Judicial Stamp Paper shall be used within 6 months from the date of Purchase of the same, Bank Guarantee executed on the non-judicial stamp paper after 6 (six) months of the purchase of such stamp Paper shall be treated as non-valid.
2. The contents of Bank Guarantee shall be strictly as per format prescribed by HAFED.
3. Each page of Bank Guarantee shall bear signature and seal of the Bank and BANK Guarantee number.
4. All corrections, deletions etc., in the Bank Guarantee should be authenticated by signature of Bank Officer/Official signing the Bank Guarantee.

