

CORRIGENDUM**Dated : 18.12.2020**

Planning, Design, Fabrication, Supply and Labour Job for Installation, Testing Commissioning & Trial Run of 1 Month of Material Handling Equipment, Racking System, Pallets and Crates Etc. Complete with All Means on Turnkey Basis
Annual Maintenance for Three Years Post Defect Liability Period and Technical Operation of Three Years Post Trial Run at Core Processing Center, HAFED Mega Food Park, Rohtak District, Haryana State

Amendments

| S. no | Page no. in Tender document | Description of the Existing Clause/ Specifications/Parameters of tender documents | Query | Revised Clause |
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| 1 | 38 | 1. Payment(Clause16) I. Mobilization advance(Mandatory) a) The contractor can avail 20% mobilization advance for Supply, Installation, Testing, Commissioning works of the contract value @ 9% of simple interest for capital works to expedite the deployment of technical staff, establishment of office for own & employees staff, material, movement of equipment and machinery etc. at site. This advance shall be paid against bank guarantee from any nationalised bank of India to be given by the contractor. The Employer is rightly entitled to check that mobilisation advance is utilised for the work for which it is given. Mobilization advance shall be recovered @ 20% of gross value of work done from each running account bill, however, in any case full mobilisation advance shall be recovered before 80% of total work completed. The bank guarantee shall be released after 100% of the recovery of Mobilisation advance | Bank Interest should not be applicable when we are giving Bank Guarantee. <u>We equally lost interest on the money.</u> | I. Mobilization advance(Optional) a) The contractor can avail 20% mobilization advance for Supply, Installation, Testing, Commissioning works of the contract value @ 9% of simple interest for capital works to expedite the deployment of technical staff, establishment of office for own & employees staff, material, movement of equipment and machinery etc. at site. This advance shall be paid against bank guarantee from any nationalised bank of India to be given by the contractor. The Employer is rightly entitled to check that mobilisation advance is utilised for the work for which it is given. Mobilization advance shall be recovered @ 20% of gross value of work done from each running account bill, however, in any case full mobilisation advance shall be recovered before 80% of total work completed. The bank guarantee shall be released after 100% of the recovery of Mobilisation advance. |

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| 2 | 40 | <p>B) Trial Run and Training</p> <p>Trail Run of the facility (Plant and machinery in the scope of the tender), starts from the date of commissioning for one month period. The scope under the trial run covers successful running and operation of all components in the scope for successful trial run, etc. All staff and materials required for trial run are to be deployed by the Successful Contractor.</p> <p>A minimum of one week training or more if required is to be arranged by the Successful Contractor for the running and operation staff proposed by HAFED during the trial run period. Prior Communication and Approval is to be done with HAFED regarding the training. The training should cover all details on running, monitoring, data recording and safety measures, etc. of all the equipment.</p> | <p><u>Please specify the list of Parameters on which Trial Run Result will come.</u></p> <p>Please specify in max. how many days this trial run will be happened after Installation and commissioning of racks, MHE, Pallets and Crates , if site is delayed (due to non-availability of material, manpower etc.) how you will compensate the vendor.</p> | <p>B) Trial Run and Training</p> <p>Trail Run of the facility (Plant and machinery in the scope of the tender), starts from the date of commissioning for one month period. The scope under the trial run covers successful running and operation of all components in the scope for successful trial run, etc. All staff and accessories/consumable required for trial run are to be deployed by the Successful Contractor.</p> <p>A minimum of one week training or more if required is to be arranged by the Successful Contractor for the running and operation staff proposed by HAFED during the trial run period. Prior Communication and Approval is to be done with HAFED regarding the training. The training should cover all details on running, monitoring, data recording and safety measures, etc. of all the equipment.</p> <p>The indicative parameters of Trial Run for MHE would be lifting and loading capacity, movement, turning radius, manoeuvrability, angles and slope for forklift, double deep loading for reach truck, fork handling, battery and operations time, etc. For Racking load parameters, deflection of beams under loads, etc. For pallets and crates, loading capacity etc. These are only indicative parameters. A detail list shall be prepared during trial run as per final decision of HAFED.</p> |
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| 3 | 79 | <p>1- 2 No's -Reach Trucks(Preferable-Pantograph type) – For collection of pallets form bays or chamber doors and stacking within the storage racks, with the following specifications.</p> <p>Supply, Installation & Commissioning of Double Deep Reach Truck for handling pallets of size as mentioned above, having a minimum lift capacity of 1500kg with full mast. Equipment should have a minimum capacity of 2000 Kg with triple mast and should be suitable for stacking pallets up to 10m height (Minimum) (G+5 Level) and having appropriate size and turning radius to man oeuvre within the aisle width. Rates to include cost of battery, standby battery with all accessories, chargers, with all applicable accessories, means all complete. Minimum Aisle available- 3.7 m</p> | <p>Load per pallet =1000 Kgs. (1200 Kgs with safety factor) Since your Pallet Load is 1,200 kg and you want to stack 1,200 kg at G+5 Level. So Capacity at Last loading Level required / to be i.e. G+5 – 1200 Kg as minimum. Equipment Base Capacity will be as per suitability. In our Case it is 1450 Kg Also Equipment height should be less than 10 m or above 10 Min but it should able to stack at G+5 Level. Recommended Para :- Supply, Installation & Commissioning of Double Deep Reach Truck for handling pallets of size as mentioned above, having a minimum lift capacity of 1,200 Kg at Last loading level up to height of G+5 Level. Equipment should with triple mast and should be suitable for stacking pallets up to height of G+5 Level and having appropriate size and turning radius to man oeuvre within the aisle width Rates to include cost of battery, standby battery with all accessories, chargers, with all applicable accessories, means all complete. Minimum Aisle available- to be as per contractor based on inputs given by M/s HAFED</p> | <p>1- 2 No's -Reach Trucks(Preferable-Pantograph type) – For collection of pallets form bays or chamber doors and stacking within the storage racks, with the following specifications. Supply, Installation & Commissioning of Double Deep Reach Truck for handling pallets of size as mentioned above, having a minimum lift and loading capacity of 1200kg with full mast at last loading level for double deep racking. Equipment should have a minimum capacity of 1200 Kg with triple mast and should be suitable for stacking pallets at last loading level in doube deep fulfilling the racking capacity (above 9.5 m or as per bidder's design) (G+5 Level) and having appropriate size and turning radius to man oeuvre within the aisle width. Rates to include cost of battery, standby battery with all accessories, chargers, with all applicable accessories, means all complete. Minimum Aisle available- As per Bidder;s design with provision for smooth manoeuvre and free movement fulfilling the racking capacity and as per inputs given by HAFED</p> |
| 4 | 80 | Equipment Considered for operation - Stacker, forklift and pallet trucks | <p>Inside the chamber we have considered only Reach truck movement as Forklift required maximum space for operation, Kindly specify for the same that inside the racking system we need to be use with Reach truck only. All other equipments can be used for ground and outside movement.</p> | Equipment Considered for operation - Reach Truck for stacking in racking system |

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| 5 | 81 | <p>Name of item and Makes</p> <p>Double Deep Reach Truck, Forklift, Electric Pallet Truck- Nilkamal/Godrej/Toyota/Mitsubishi/Linde/Crown/ Jungheinrich</p> <p>Hand Pallet Truck Godrej / Nilkamal/ Voltas/Toyota/Jungheinrich</p> <p>Double Deep Racking Nilkamal/ Godrej/ Silver Lining/Kirby/Schaefer/Craftsman Automation</p> <p>Pallets and Crates Nilkamal / Godrej/Pilco/Vishaka/Sea Plast/Supreme/Swastik</p> | Consideration of makes | <p>Name of item and Makes</p> <p>Double Deep Reach Truck Nilkamal/Godrej/Toyota/Mitsubishi/Linde/Crown/ Jungheinrich</p> <p>Forklift, Electric Pallet Truck- Nilkamal/Godrej/Toyota/Mitsubishi/Linde/Crown/ Jungheinrich/Josts</p> <p>Hand Pallet Truck Godrej / Nilkamal/ Voltas/Toyota/Jungheinrich/Josts</p> <p>Double Deep Racking Nilkamal/ Godrej/ Silver Lining/Kirby/Schaefer/Craftsman Automation/Josts/Samar Steel/Vinar</p> <p>Pallets and Crates Nilkamal / Godrej/Pilco/Vishaka/Sea Plast/Supreme/Swastik</p> |
| 6 | - | Query regarding country of origin | | <p>The bidders are instructed to refer Annexure- Notification No.02/09/2020- 4IB-II Dated 10/12/2020 -Government guidelines and submit an undertaking in the tehcnical bid that there shall be no voilations in regards to the same.</p> |

| Clarifications | | | | |
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| S. no | Page no. in Tender document | Description of the Existing Clause/ Specifications/Parameters of tender documents | Query | Clarifications |
| 1 | 4 | Earnest Money (in Rs. Lakhs)- 11.54 Lac | We request this to Exempted to registered MSME companies. | The referred clause remains same as per tender document. This is a type of works contract including PLANNING, DESIGN, FABRICATION, SUPPLY AND LABOUR JOB FOR INSTALLATION, TESTING COMMISSIONING & TRIAL RUN, ANNUAL MAINTENANCE AND OPERATIONS and hence the same is not applicable. |
| 2 | 4 | Cost of Bid Document + E-tendering Fee (Rs.) - 6000/- (5000+1000) | We request this to Exempted to registered MSME companies. | The referred clause remains same as per tender document. This is a type of works contract including PLANNING, DESIGN, FABRICATION, SUPPLY AND LABOUR JOB FOR INSTALLATION, TESTING COMMISSIONING & TRIAL RUN, ANNUAL MAINTENANCE AND OPERATIONS and hence the same is not applicable. |
| 3 | 8 | Eligibility Criteria - The bidder must have successfully executed & completed similar works in last ten years i.e. SITC of Material Handling Equipment, Racking, Pallets, Crate in Cold Storage/Industrial Parks and Preferably in Cold Storages with allied works(Rs. In Lakhs) | If Authorized channel Partner of OEM will quote on their behalf, we request you that Principals/ OEMs Orders also to be considered for the required magnitude of work. Hence Authorized Channel Partner can Quote. In this only one Party will be authorized by Company /OEM/ Principals on there behalf to quote this tender. | The referred clause remains same as per tender document. Bidder may also refer Page 8 & 9 of eligibility criteria for joint venute/consortium |

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| 4 | 16 | <p>Clause 1:- The time allowed for carrying out of work as entered in the tender shall be strictly observed by the contractor, and shall be reckoned from the date on which the order to Commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence (time being deemed to be the essence of the contract on the part of the contractor). To ensure good progress during the execution of work the contractor shall be bound in all cases in which the time allowed for any work exceeds one months to complete one-fourth of the whole of the work before one fourth of the whole time allowed under the contract has elapsed, one-half of the work before one half of such time has elapsed and three fourth of the work before the three fourth of such time has elapsed. In the event of the contractor failing to comply with this condition he shall be liable to pay compensation as mentioned below:-</p> <p>a) If the work is not initiated or left before the middle stage i.e. the work paid is less than 60% then compensation will be levied @ 2% per week of delay subject to a maximum of 10% of the original tender cost, as advertised in the newspaper.</p> <p>b) If 60% work is over and paid and then left incomplete or delayed then percentage compensation will be levied @ 2% per week subject to a maximum of 5% of the tendercost.</p> <p>c) If 80% work is already paid and then left in-complete or delayed then percentage compensation will be levied at the rate of 2% per week of the tender cost subject to a maximum of 2% of the tender cost.</p> | <p>Since our work is related to supply and commissioning of Racks, MHE and Pallets.</p> <p>Hence this point to be removed / nullify from this Tender.</p> | <p>The referred clauses remains same as per tender document</p> |
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| | | <p>d) Penalty applicable for AMC Period: In case supplier does not address the issue after information received by HAFED or Contractor's Team and make delay in response, penalty shall be imposed @ 10% of the entire AMC value quoted by the bidder per week for the maximum limit of 2 weeks. In case the supplier fails to address the issues & submit report / solutions to HAFED even after extended period of 2 weeks with penalty, the security (Performance Bank Guarantee) will be forfeited.</p> <p>e) Penalty applicable for Operations Period: In case the Operations team provided by the Contractor found as ineligible to run the plant or if the Contractor provides insufficient manpower to run the plant, then HAFED shall inform the same to Contractor to take adequate actions to deploy sufficient experienced manpower / operator. In case Contractor does not address the issue after information received by HAFED and make delay in response, penalty shall be imposed @ 10% of the entire Operations value quoted by the bidder per week for the maximum limit of 2 weeks. In case the supplier fails to address the issues & submit report / solutions to HAFED even after extended period of 2 weeks with penalty, the security (Performance Bank Guarantee) will be forfeited.</p> <p>f) The MD, HAFED will have the power to reduce or waive the penalty/compensation after receiving the representation from the contractor and if it is felt that penalty is wrong-fully imposed but such representation will be entertained only after the contractor first completes the work and then makes the representation. The decision of MD, HAFED will be final and will not be challengeable before the arbitrator or any other court of law in the country.</p> <p>g) The date of completion of work will be the one on which the contractor has received the completion certificate from the GM HAFED, CFP, Rohtak/Executive Engineer, HAFED,Rohtak.</p> | | |
| 5 | 18 | <p>Clause 7 (a): If Retention in running bills or such part thereof as may be due to the contractor under this contract shall be payable to the contractor after a period of three months has lapsed after payment of final bill.</p> | <p>We request it should be immediately after commissioning.</p> | <p>The referred clauses remains same as per tender document</p> |
| 6 | 27 | <p>Clause 42: The amount of the work can be increased or decreased according to the requirement of the Federation and no claim whatsoever on this account will be entertained.</p> | <p>Once the material has been manufactured and supplied at site, it is very difficult to reduce the quantity as this is purely customized items and produce as per your requirement only. We can increase the qty at any point with additional PO for the same.</p> | <p>The referred clauses remains same as per tender document</p> |

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| 7 | 34 | <p>SPECIAL TERMS & CONDITIONS OF CONTRACT</p> <p>In addition to the terms & conditions as stipulated in contract agreement, following special conditions shall also be applicable in this contract:</p> <p>1. 5% security will be deducted from running bills and the 50 % of same will be refunded after 3 months from the satisfactory completion of work. Balance 50% after completion of defect liability period of two years or after submission of performance bank guarantee of equivalent amount valid upto Defect Liabilityperiod.</p> <p>2. All applicable taxes (GST & others) are to be deducted from all the running bills as per standard norms of GoI.</p> <p>3. Cess @ 1% of the total cost of this package of project from the payment of contractor under section-3 of the “Building & Other Construction Workers Welfare Cess Act-1996” & registration of establishment under section-7 of the “Building & Other Construction Workers” (regulation of employment and condition of service tax act 1996) shall be deducted from all running & finalbills.</p> | <p>Ref to point No.1 do we need to give additional performance bank guarantee, as 10% guarantee is already being submit ?</p> <p>Ref. to point no. 3, please clarify is this applicable on this tender and why</p> | <p>The referred clauses remains same as per tender document.</p> <p>For Clarification:</p> <p>For Point -1 as per the validity of performance bank guarantee submitted.</p> <p>For Point -3 As per Central Government and Haryana State Government Norms</p> |
| 8 | 36 | <p>17. HAFED reserves its right to get any material tested from M/s Shri Ram Institute for Industrial research or other equivalent reputed test house to ensure for quality of material/work. Testing charges shall be borne by the Contractor, but in Case of failure of any lot of material, all the work executed with that lot of the material shall be rejected.</p> | <p>We Request Testing charges to be borne by HAFED.</p> | <p>The referred clauses remains same as per tender document</p> |

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| 9 | 37 | <p>Electricity & Water Electricity The contractor will bear all electricity & diesel charges during installation, testing, commissioning & trial run of 1 month period, at its own cost. Water Contractor is required to make his own arrangement for the water required for the installation, testing & commissioning, trial run of 1 month period, as well as for drinking and other uses of his workers at its own cost. In either case water being provided should be fit for the respective usage and the contractor shall provide the test report of water being used. In case the water is provided by HAFED the same shall be charged at the prevailing rates of HAFED water policy/norms.</p> | <p>A separate Electricity meter with Single Phase and 3 Phase Industrial Sockets to be provided. A MOM to be made while handover this meter and sockets to us mentioning rate of Unit and Meter reading.</p> | <p>The referred clauses remains same as per tender document. A single tap point for water and electricity shall be provided at the site premises for further works by the contractor. The charges for water and electricity consumption as per state government norms for the works in the scope shall be borne by contractor.</p> |
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| 10 | 37 | <p>31. Performance Security:</p> <p>A. Performance Security for SITC (Supply, Installation, Testing, Commissioning & Trial Run) of Work which shall valid upto Defect Liability Period plus 60days</p> <p>The successful Bidder, i.e. the Bidder whose Bid is acceptable to the Employer, shall have to deposit Performance Security equal to 10% of the total contract value after deduction of the AMC value quoted by the bidder within 30 days of receipt of notification of award of the Contract. The performance security may be furnished in the form of Bank Guarantee from any Scheduled/ Nationalised bank in the format given in Bid Documents. The Bank guarantee for performance security shall remain in force as given in the Bid Document shall be valid up to 60 days beyond the expiry of the Defects Liability Period of two years. The extension of the Bank Guarantee will be extended and submitted by the bidder accordingly if there is any delay on the decision of HAFED. The proceeds of the performance security shall be payable to the HAFED as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract.</p> <p>B. Performance Security for AMC which shall valid upto AMC Period plus 60days</p> <p>The successful Bidder, i.e. the Bidder whose Bid is acceptable to the Employer, shall have to deposit Performance Security equal to 50% of the AMC contract value quoted by the bidder before 30 days of completion of Defect Liability Period. The performance security may be furnished in the form of Bank Guarantee from any Scheduled/ Nationalised bank in the format given in Bid Documents. The Bank guarantee for performance security shall remain valid up to 60 days beyond the expiry of the AMC</p> | <p>Performance Security for AMC and Operations should be 10% of the Quarterly Contract Value and Monthly Value as per the industrial norms.</p> <p>Also Since you are paying AMC charges Quarterly and Operations charges monthly It is requested that performance Security should be in this respect only. Yes the validity is accepted.</p> | <p>The referred clause remains same as per tender document</p> |
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| | | <p>Period of three years. The extension of the Bank Guarantee will be extended and submitted by the bidder accordingly if there is any delay on the decision of HAFED. The proceeds of the performance security shall be payable to the HAFED as compensation for any delay /loss resulting from the Contractor's failure to complete its obligations under the Contract. C. Performance Security for Operations, which shall valid upto Operations Period plus 60 days The Successful Bidder, i.e the Bidder whose Bid is acceptable to the Employer, shall have to deposit Performance Security equal to 50% of the Operations Contract Value quoted by the bidder before 30 days of completion of trial run of all Equipments. The performance security may be furnished in the form of Bank Guarantee from any Scheduled/ Nationalised bank in the format given in Bid Documents. The Bank guarantee for performance security shall remain valid up to 60 days beyond the expiry of the AMC Period of three years. The extension of the Bank Guarantee will be extended and submitted by the bidder accordingly if there is any delay on the decision of HAFED. The proceeds of the performance security shall be payable to the HAFED as compensation for any delay/ loss resulting from the Contractor's failure to complete its obligations under the Contract.</p> | | |
| 11 | 38 | <p>b) Bonus @ 0.5% of contract value per fortnightly shall be paid to contractor for early completion. The bonus incentive for period less than fortnight shall not be paid for.</p> | <p>Please confirm the min. time after which you need delivery. As if site is not ready how we can complete the contract . Please specify.</p> | <p>Clarification-Remains same as per tender document. Please refer Page-5 of tender documents for time limit</p> |

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| 12 | 38 | <p>section 4 (II) SPECIAL TERMS & CONDITIONS OF CONTRACT, Payment Clause 16</p> <p>I. Mobilization advance (Mandatory) “The contractor can avail 20% mobilization advance for Supply, Installation, Testing, Commissioning works of the contract value @ 9% of simple interest for capital works to expedite the deployment of technical staff, establishment of office for own & employees staff, material, movement of equipment and machinery etc. at site. This advance shall be paid against bank guarantee from any nationalised bank of India to be given by the contractor. The Employer is rightly entitled to check that mobilisation advance is utilised for the work for which it is given. Mobilization advance shall be recovered @ 20% of gross value of work done from each running account bill, however, in any case full mobilisation advance shall be recovered before 80% of total work completed. The bank guarantee shall be released after 100% of the recovery of Mobilisation advance. “</p> | <p>I. Mobilization advance (Optional)</p> <p>Remarks- The work is dependent on completion of civil works & PEB & Refrigeration works. The date of site handing over to Racking & MHE agency with completion of civil & PEB & Refrigeration works should be clearly mentioned in tender. In case if the work is delayed post disbursement of mobilization advances due to reasons such as delayed site handing over, Natural calamities, Riots or any force measure imposed by Government at the location of Material Dispatch/Route/Delivery then the interest on advance payment should not be applied and same is requested to be waived off and also project timelines should be extended accordingly. There are other allied civil works like civil flooring, equipment foundation and other works which are not in scope of Tenderer but the same will affect the progress of cold store work. The delay due to civil works should be considered for project extension in this project and interest on advance payment should not be applied and same is requested to be waived off due to delay in respective civil works, Also project timelines should be extended accordingly.</p> | <p>The referred details have been amended. Please refer the amendment section above</p> |
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| 13 | 39 | <p>II. Terms of Payment</p> <p>A. Terms of Payment for Supply Installation, Testing, Commissioning & Trial Run:</p> <p>(a) 70% of contract price (against detailed item wise cost breakup be furnished by the Contractor in advance and accepted/ approved by SPV) on safe receipt of the goods at site and after inspection and approval of the SPV. 20% of mobilization advance will be recovered from each running billson pro rata basis.</p> <p>(b) 20% of contract price shall be paid on actual completion of installation/erection and after due inspection and approval by the SPV (against detailed break up cost to be furnished by the Contractor in advance and accepted by theSPV).</p> <p>(c) The balance 10% shall be paid after successful commissioning and 1 month trial run of plant (on continuous satisfactory running of the complete plant for three month), and acceptance by the SPV,,s representative, within the scope of thiscontract.</p> <p>B. Terms of Payment for AMC Period:The payment for AMC shall be made on quarterly basis and the above terms and conditions of payment and clause for mobilization advance is applicable only for Supply, Installation, Erection and Commissioning of equipments & machinery up-to defect liability period. No mobilization advance is to be given forAMC.</p> <p>C. Terms of Payment for Operations Period: The payment of Operations shall be made on Monthly basis & the caluse of mobilization advance is applicable only for Supply, Installation, Erection and Commissioning of equipments & machinery up-to defect liability period. No mobilization advance is to be given for Operations Period.</p> | <p>Please confirm when can we get GST amount since it is no where mentioned.</p> | <p>The referred clauses remains same as per tender document. As per Central Government and Haryana State Government Norms.</p> |
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| 14 | 42 | <p>III. Technical Operations of the Plant and Machinery in the scope of the tender The Bidder shall quote for 3 years of Operations of the Plant and Machinery from the date of Successful trial run. This includes all required staff for technical operation/technical assistance of all the plant and machinery supplied in the scope of the tender on compulsory 24x 7 hours basis. (On 3 shifts or as proposed by the contractor). The bidders should mention the operation staff proposed with their qualification and academic details for running and operating the plant and machinery in the technical bid and quote for the same accordingly in the financial bid bifurcating the staff requirements. After commissioning, all required other staff for the facility such as Security, Housekeeping, Marketing Manager, Administrative Manager, Material Handling Equipment Operators etc. are to be deployed by HAFED as per their own decisions. However, technical staff and any other staff required for technical operation of plant and machinery for the three years period after successful trial run are to be deployed by Bidder/Successful contractor on 24x7 basis, responsible for all plant and machinery in the scope of the tender as mentioned above in detail. (The bidder should include only for the operation staff, services for the plant and machinery and not for the entire facility. No housekeeping staff/security staff/ are to be included).</p> | <p>We will provide our Authorized Person who will look after the training and technical operation/technical assistance.</p> | <p>The referred clauses remain the same as per tender document</p> |
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| 15 | 43 & 44 | <p>III. Technical Operations of the Plant and Machinery in the scope of the tender</p> <p>The Bidder shall quote for 3 years of Operations of the Plant and Machinery from the date of Successful trial run. This includes all required staff for technical operation/technical assistance of all the plant and machinery supplied in the scope of the tender on compulsory 24x 7 hours basis. (On 3 shifts or as proposed by the contractor). The bidder should mention the operation staff proposed with their qualification and academic details for running and operating the plant and machinery in the technical bid and quote for the same accordingly in the financial bid bifurcating the staff requirements. After commissioning, all required other staff for the facility such as Security, Housekeeping, Marketing Manager, Administrative Manager, Material Handling Equipment Operators etc. are to be deployed by HAFED as per their own decisions. However, technical staff and any other staff required for technical operation of plant and machinery for the three years period after successful trial run are to be deployed by Bidder/Successful contractor on 24x7 basis, responsible for all plant and machinery in the scope of the tender as mentioned above in detail. (The bidder should include only for the operation staff, services for the plant and machinery and not for the entire facility. No housekeeping staff/security staff/ are to be included)</p> | | <p>The Bidder shall quote for 3 years of Operations of the Plant and Machinery from the date of Successful trial run. This includes all required staff for technical operation/technical assistance of all the plant and machinery supplied in the scope of the tender on compulsory 24x 7 hours basis. (On 3 shifts or as proposed by the contractor). The bidder should mention the operation staff proposed with their qualification and academic details for running and operating the plant and machinery in the technical bid and quote for the same accordingly in the financial bid bifurcating the staff requirements. After commissioning, all required other staff for the facility such as Security, Housekeeping, Marketing Manager, Administrative Manager, Material Handling Equipment Operators i.e. operators for Reach truck, forklifts, battery operated pallet trucks etc. are to be deployed by HAFED as per their own decisions. However, technical staff and any other staff required for technical operation of plant and machinery for the three years period after successful trial run are to be deployed by Bidder/Successful contractor on 24x7 basis, responsible for all plant and machinery in the scope of the tender as mentioned above in detail. (The bidder should include only for the operation staff, services for the plant and machinery and not for the entire facility. No housekeeping staff/security staff/ Material Handling Equipment Operators i.e. operators for Reach truck, forklifts, battery operated pallet trucks etc are to be included)</p> |
| 16 | 52 | <p>16.3 Payments shall be made promptly by the HAFED within thirty (30) days of submission of an invoice/claim by the Contractor.</p> | <p>We request it should be 7 days.</p> | <p>The referred clauses remains same as per tender document</p> |

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| 17 | 54 | <p>23. Liquidated Damages</p> <p>23.1 Subject to Clause 25, if the Contractor fails to deliver any or all the goods or perform the services within the times period (s) specified in the Contract, the HAFED shall, without prejudice to its other remedies under the Contract, deduct from the contract prices, as liquidated damages, a sum equivalent to:</p> <p>(1) 0.5% of the full contract value for every completed week (week comprising of 7 days including holidays and any incomplete week shall be ignored for the calculations of liquidated damages) of delay in the supplies/commissioning.</p> <p>(2) The total amount so deducted shall not exceed 10% of the Contract value. Once the maximum is reached, the HAFED may consider termination of the contract.</p> <p>III. Technical Operations of the Plant and Machinery in the scope of the tender The Bidder shall quote for 3 years of Operations of the Plant and Machinery from the date of Successful trial run. This includes all required staff for technical operation/technical assistance of all the plant and machinery supplied in the scope of the tender on compulsory 24x 7 hours basis. (On 3 shifts or as proposed by the contractor). The bidder should mention the operation staff proposed with their qualification and academic details for running and operating the plant and machinery in the technical bid and quote for the same accordingly in the financial bid bifurcating the staff requirements. After commissioning, all required other staff for the facility such as Security, Housekeeping, Marketing Manager,</p> <p>Administrative Manager, Material Handling Equipment Operators etc. are to be deployed by HAFED as per their own decisions. However, technical staff and any other staff required for technical operation of plant and machinery for the three years period after successful trial run are to be deployed by Bidder/Successful contractor on 24x7 basis, responsible for all plant and machinery in the scope of the tender as mentioned above in detail. (The bidder should include only for the operation staff, services for the plant and machinery and not for the entire facility. No housekeeping staff/security staff/ are to be included).</p> | <p>The total amount so deducted shall not exceed 5% of the <u>remaining items value</u> as per the industrial norms.</p> <p>Since you have asked for break-up cost so LD should be applicable on remaining items value.</p> <p>0.5 per week max. to 5% of the unsupplied item is the industrial norms</p> | <p>The referred clauses remains same as per tender document</p> |
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| 18 | 63 | <p>h. Insurance</p> <p>1. The “marine / transit” insurance to be taken by the contractor / Contractor shall be in an amount equal to 110% of the FOR Destination value of the goods from "warehouse to warehouse" on "All Risks" basis including Strike, Natural calamities but exclusive of War Risks valid for a period not less than 3 months after the date of arrival of Goods at final destination.</p> <p>2. “Storage-cum-erection ALL Risks” insurance for an amount equal to 110% of the contract value valid for a period not less than 3 months after installation, including one month for testing and commissioning, shall be taken by the contractor /Contractor.</p> <p>OR</p> <p>As an alternative to (a) & (b) above, “Marine-cum-erection ALL Risks” insurance policy, covering storage of equipment and other erection materials at site, for an amount equal to 110% of the contract value of supply, installation & commissioning and valid for a period not less than 3 months after installation, including one month for testing and commissioning, shall be taken by the contractor / Contractor.</p> <p>3. Third Party Insurance : Before commencing the erection work the contractor / Contractor without limiting his obligations and responsibilities, shall insure against his liability for any material or physical damage, loss or injury which may occur to any property including that of the Owner / HAFED, or to any person including any employee of the Owner / HAFED. Such insurances shall before an amount not less than Rs.10.00 lakhs per occurrence with the number of occurrence unlimited.</p> | We request Only Transit insurance to be applicable for bidder. | The referred clauses remains same as per tender document |
| 19 | 75 | 12.0 STORAGE OF GOODS | Need specific closed area for safe keeping of the material under HAFED supervision. Please look into this as it is tough situation to manage with multiple vendors execution. | A safe area shall be available at site. Rest clauses remains same as mentioned in Clause 12.0-Safe Storage of Goods, Page-75 of tender documents |

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| 20 | 79 | <p>Section 6 of Technical Specifications</p> <p>For collection of pallets form bays or chamber doors and stacking within the storage racks, with the following specifications. Supply, Installation & Commissioning of Double Deep Reach Truck for handling pallets of size as mentioned above, having a minimum lift capacity of 1500 kg with full mast. Equipment should have a minimum capacity of 2000 Kg with triple mast and should be suitable for stacking pallets up to 10m height (Minimum) (G+5 Level) and having appropriate size and turning radius to man oeuvre within the aisle width. Rates to include cost of battery, standby battery with all accessories, chargers, with all applicable accessories, means all complete.</p> | <p>For collection of pallets form bays or chamber doors and stacking within the storage racks, with the following specifications. Supply, Installation & Commissioning of Double Deep Reach Truck for handling pallets of size as mentioned above, having a minimum lift capacity of 1000 kg with full mast. Equipment should have a minimum capacity of 1000 Kg with triple mast and should be suitable for stacking pallets up to 10m height (Minimum) (G+5 Level) and having appropriate size and turning radius to man oeuvre within the aisle width. Rates to include cost of battery, standby battery with all accessories, chargers, with all applicable accessories, means all complete.</p> <p>Remarks- The Purpose of Using DD Reachtruck is to ensure the pallet loading of 1000 Kg to the Front as well back row at the top levels of Double Deep racking system with out any derating in pallet capacity. It will be of no use if reack truck may lift pallet of 1500 kg but at the top level it can lift only 500-600 Kg only.</p> | The referred details have been amended. Please refer the amendment section above |
| 21 | 79 | <p>Section 6 of Technical Specifications</p> <p>PALLETS AND CRATES For Cold Storage, for Material Handling Equipment to handle Food Products/cargo on injection moulded pallets.</p> <p>Specification of injection moulded pallets: Size: - 1200 mm (L) x 1000 mm (W) x 160 mm (H) Weight: - 18.6 KG +/- 0.5 Load Bearing: - a) Static: - 6000 KG b) Dynamic: - 1200 KG c) Racking: - 1000 KG Entry: 4 ways with forklift, 2 Ways with HPT & Stackers – Bottom: 3 Runners Material: HDPE Injection Moulding</p> | <p>PALLETS AND CRATES For Cold Storage, for Material Handling Equipment to handle Food Products/cargo on injection moulded pallets.</p> <p>Specification of injection moulded pallets: Size: - 1200 mm (L) x 1000 mm (W) x 160 mm (H) Weight: - 18.6 KG +/- 0.5 Load Bearing: - a) Static: - 4000 Kg b) Dynamic: - 1000 Kg c) Racking: - 1000 KG Entry: 2 Way only as it will be used on racking system Bottom: 3 Runners Material: HDPE Injection Moulding</p> <p>Remarks: Static Weight should be equal to 4 times of total pallet weight .Increasing the static load will increase of the pallets weight which is of no use in our application.Since the pallets will be used on racking system 2 way entry system will be most suitable and their will be no use of 4 way entry pallet type.</p> | The specifications remains same as per tender document. The dynamic loads shall be higher than racking load maintaining the safety factor and 4 ways for forklift movement for better material handling feature |

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| 22 | 80 | Load per pallet - 1000 Kgs. (1200 Kgs with safety factor) | As per requirement we will design Racking structure for 1000 Kg per pallet load with Factor of Safety consideration, but it is not suggestable to keep all the pallets with 1200 Kgs as it will be impact overall on the frame load. Please clarify whether Load capacity required 1000 Kgs or 1200 kgs per pallet, as total load need to be calculate over the frame, all structure will be change with the specific load capacity, kindly clarify. | The details remains same as per tender document. Load per pallet is 1000 Kg and with safety factor of 1.2 it shall be 1200 Kg. For load of pallet please refer Page 79 and 80 of tender documents. |
| 23 | 109 | Price schedule part II & III Part II - Annual Maintenance of three years after completion of Defect Liability Period Part III - Operations of three years after completion of Trial Run | Scope of work for “Part II - Annual Maintenance of three years after completion of Defect Liability Period & Part III - Operations of three years after completion of Trial Run” must be clearly mentioned for bidders to understand the work to be done | Please refer Page 40-43 of tender documents for detailed scope for Annual Maintenance of three years after completion of Defect Liability Period and Operations of three years after completion of Trial Run |
| The AutoCAD Drawing of the facility will be available on HAFED website - www.hafed.gov.in OR request by email to- hafed@hry.nic.in | | | | |

Government of Haryana
Department of Industries & Commerce
Notification

No. 02/09/2020-4IB-II

Dated: 10/12/2020

Subject: Restrictions in Public Procurement from bidders of Certain Countries.

Whereas the Govt. of India vide its Order No.6/18/2019-PPD (Ministry of Finance) dated 23.07.2020 and further orders in continuation of this, have provided for restrictions on procurement from bidders from a country or countries or class of countries on grounds of Defence of India or matters directly or indirectly related thereto including national security.

Whereas the Govt. of India had decided under the 7th Schedule of the Constitution that the same restrictions be applied in respect of procurement by the State Governments, their Public Undertakings, Local Bodies and all agencies controlled by the State as well as PPP Projects receiving financing from State Government or State Govt. Public Sector Enterprises/Undertakings.

Whereas the Govt. of India has clarified that this may be treated as directions under Article 257 (1) of the Constitution.

The matter has been considered by the State Government and it has been decided as under:-

1. That the procurement made by the State Government, its Public Undertakings, Local Bodies and all agencies controlled by the State as well as PPP Projects receiving financing from State Government or State Govt. Public Sector Enterprises/Undertakings will be governed by the Ministry of Finance, Govt. of India Order No.6/18/2019-PPD dated 23.07.2020 on the subject cited above and further orders in continuation of this.
2. As per the provision contained under Annexure-I of Ministry of Finance, Govt. of India Order No.6/18/2019-PPD dated 23.07.2020, the competent authority for registration and the procedure for registration for the State will be as under:-
 - A. The Competent Authority for the purpose of registration under the State Order shall be the Registration Committee constituted by the Department of Industries & Commerce Haryana.
 - B. The Registration Committee shall have the following members:-
 - i. An officer, not below the rank of Director, designated for this purpose by the State Government in Industries & Commerce Department Haryana, who shall be the Chairman.
 - ii. Officers (ordinarily not below the rank of Secretary) representing the Home Department, Supplies & Disposals Department and of those Departments whose sectors are covered by applications under consideration;

Government of Haryana
Department of Industries & Commerce
Notification

- iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.
- C. Industries & Commerce Department Haryana shall lay down the method of application, format etc. for such bidders as stated in para 1 of Gol Order dated 23.07.2020.
- D. On receipt of an application seeking registration from a bidder from a country covered by para 1 of Gol Order dated 23.07.2020, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
- E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.
- F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
- G. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/ public enterprises etc. but also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.
- H. The Competent Authority is empowered to cancel the registration granted if it determines that there is sufficient cause. Such cancellation by itself, the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder still not be eligible to bid in any further tenders during the period of suspension.
- I. For national security reasons, the Competent Authority shall not be required to give reasons for rejection / cancellation of registration of a bidder.
- J. In transitional cases falling under para 3 of Gol Order dated 23.07.2020, where it is felt that it will not be practicable to exclude bidders from a country which shares a land border with India, a reference seeking permission to consider such bidders shall be made by the procuring entity to the Competent Authority, giving full information and detailed reasons. The Competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above paras.
- K. Periodic reports on the acceptance/ refusal of registration during the preceding period may be required to be sent to the Cabinet Secretariat. Details will be issued separately in due course by Industries & Commerce Department Haryana."

This issues with the concurrence of Finance Department conveyed vide their U.O. No.

Government of Haryana
Department of Industries & Commerce
Notification

1/5/2019-4FD-III/2020/23983 of dated 11.11.2020.

The above instructions are brought to the notice of all concerned for its compliance with immediate effect.

Apoorva Kumar Singh
Principal Secretary to Government Haryana,
Industries & Commerce Department

Endst. No. 02/09/2020-4IB-II

Dated, the 20.11.2020

A copy of the above is forwarded to the following for information and necessary action:-

1. All the Administrative Secretaries to Government of Haryana.
2. All the Heads of Departments, Govt. of Haryana.
3. All the MDs/ CEOs of Boards/ Corporations/ Federations/Universities etc in the State of Haryana.
4. All the Divisional Commissioners in the State of Haryana.
5. All Deputy Commissioner in the State of Haryana.
6. Registrar, Punjab & Haryana High Court.

-sd-
Superintendent Industries-II,
For Principal Secretary to Government Haryana,
Industries & Commerce Department

U.O. No. 02/09/2020-4IB-II

Dated, the _____

A copy of the above is forwarded to Sr. Spl. Private Secretaries/ Spl. Private Secretaries/ Private Secretaries to the Chief Minister/ Ministers for kind information of the Chief Minister/ Ministers.

-sd-
Superintendent Industries-II,
For Principal Secretary to Government Haryana,
Industries & Commerce Department

To,

Sr. Spl. Private Secretaries/ Spl. Private Secretaries/
Private Secretaries to the Chief Minister/ Ministers

U.O. No. 02/09/2020-4IB-II

Dated, the _____

**Government of Haryana
Department of Industries & Commerce
Notification**

A copy of the above is forwarded to the Additional Chief Secretary to Government Haryana, Finance Department for information with reference to their U.O. No. 1/5/2019-4FD-III/2020/23983 of dated 11.11.2020.

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Superintendent Industries-II,
For Additional Chief Secretary to Government Haryana,
Industries & Commerce Department

To,
Administrative Secretary to Government Haryana,
Finance Department

Endst. No. 02/09/2020-4IB-II

Dated, the _____

A copy of the above is forwarded to the following for information and necessary action:-

- ✓ 1. Director General, Supplies & Disposals, Haryana, Panchkula with reference to their single file note CFMS No.3565 dated 17.09.2020.
2. Principal Accountant General (Audit), Haryana, Sector-33, Chandigarh.

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Superintendent Industries-II,
For Principal Secretary to Government Haryana,
Industries & Commerce Department

Endst. No. 02/09/2020-4IB-II

Dated, the 10/12/2020

A copy of the above is forwarded to the Controller, Printing & Stationery Department, Haryana, Chandigarh with the request that above notification may be published in Haryana Govt. Gazette Ordinary immediately and 50 copies thereof be supplied to this department.

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Superintendent Industries-II,
For Principal Secretary to Government Haryana,
Industries & Commerce Department