



SINCE 1966  
**HAFED**

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

CORPORATE OFFICE, SECTOR 5, PANCHKULA HARYANA (INDIA)

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Web-site: [www.hafed.gov.in](http://www.hafed.gov.in)

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**Notice inviting short-term e-tenders for engagement of transporter for transportation of Jute Gunny Bales from various jute mills at West Bengal to different destinations in Haryana**

The Haryana State Cooperative Supply and Marketing Federation Limited (HAFED) invites e-tenders for engagement of transporter for transportation of Jute Gunny Bales from various jute mills at West Bengal to different destinations in Haryana.

The tender document containing eligibility criteria and other terms & conditions is available at Haryana Single e-procurement portal at <https://etenders.hry.nic.in> or Hafed website [www.hafed.gov.in](http://www.hafed.gov.in). The period of downloading of tender document & bid submission starts from **28.01.2021 at 05.01 PM** upto **10.00 AM on 08.02.2021** through the e-procurement portal as mentioned above. The technical bid will be opened on **08.02.2021 at 11:00 AM** and financial bid will be opened on **08.02.2021 at 01:00 PM** at Hafed Corporate Office, Sector-5, Panchkula.

Hafed reserves the right to reject any/all tenders without assigning any reason.

**MANAGING DIRECTOR**

## **DETAILED NOTICE INVITING TENDER**

Hafed invites e-tenders for transportation of Jute Gunny Bales from various jute mills of West Bengal to different destinations in the State of Haryana in Hafed Corporate Office, Panchkula in single stage, two cover systems:-

Sr. No	Item	Approx. Quantity (In Nos.)	Earnest Money (in Rs.)	Tender Document Fee+ E-service Fee including GST (in Rs.)	Start Date & Time of Bid Preparation & Submission	Expiry Date & Time of Bid Preparation & Submission
1.	Engagement of transporter for transportation of Jute Gunny Bales from various jute mills at West Bengal to different destinations in Haryana	30,000 (+/- 20%)	Rs. 1,00,000/-	Rs. 5900/- <u>Rs. 1180/-</u> Rs. 7080/-	28.01.2021 at 5:01 PM	08.02.2021 at 10:00 AM

Under this process, the Technical Bid Application as well as online Price Bid shall be invited at single stage under two covers i.e. Technical Bid & Commercial Envelope. Eligibility of the Bidders will be first examined based on the details submitted online under first cover (Technical) with the request to eligibility and qualification criteria prescribed in the Tender document. The Price Bid under the second cover shall be opened for only those bidders whose Technical Applications are responsive to eligibility and qualifications requirements as per Tender document.

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

**specified under the online generated challan. The intended bidder/agency thereafter will be able to successfully verify their payment online, and submit their bids on or before the expiry date & time of the respective events/Tenders at <https://etenders.hry.nic.in>**

4. The interested bidders shall have to pay mandatorily Processing Fee of Rs 1180/- and document fee of Rs. 5900/- (Non refundable) 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 Earnest Money Deposit (EMD) of Rs.1,00,000/- can be made by eligible bidders online directly through online system.
6. 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 events. And make payment via RTGS/NEFT to the beneficiary account number specified under the online generated challan.

#### **Key Dates**

<b>Sr. No.</b>	<b>Stage</b>	<b>Party Stage</b>	<b>Start Date and Time</b>	<b>Expiry date and Time</b>
1	Release of Tender	-	28.01.2021 5:01 PM	08.02.2021 10:00 AM
2	-	Downloading of Tender Document/ Online Bid Preparation, Hash Submission and Submission of online Bid and deposit of EMD	28.01.2021 05:01 PM	08.02.2021 10:00 AM
3	Opening of Technical Bid Envelope		08.02.2021 11:00 AM	-
4	Opening of Financial Bid		08.02.2021 01:00 PM	-

#### **Important Note:**

- 1) The bidders have to complete 'Application/Bid Preparation & Submission' stage on scheduled time as mentioned above. If any bidder failed to complete his/her aforesaid stage in the stipulated online time schedule for this stage, his/her Application/bid status will be considered as 'Applications/bids not submitted'.
- 2) Bidder must confirm & check his/her Application/bid status after completion of his/her all activities for e-bidding.
- 3) Bidder can rework on his/her bids even after completion of 'Application/Bid

Preparation & submission stage' (Application/Bidder Stage), subject to the condition that the rework must take place during the stipulated time frame of the Applicant/Bidder Stage.

## **INSTRUCTIONS TO BIDDER ON ELECTRONIC TENDERING SYSTEM**

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

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

All the bidders intending to participate in the tenders process online are required to get registered on the centralized e-Procurement Portal i.e. <https://etenders.hry.nic.in> Please visit the website for more details.

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

- 2.1 The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.
- 2.2 A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website – <https://etenders.hry.nic.in>
- 2.3 The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from.
- 2.4 The bidder must ensure that he/she comply by the online available important guidelines at the portal <https://etenders.hry.nic.in> for Digital Signature Certificate (DSC) including the e-Token carrying DSCs.
- 2.5 Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during the stage of bid preparation. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).
- 2.6 In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an

authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.

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

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

In order to operate on the electronic tender management system, a user's machine is required to be set up. A help file on system setup/Pre-requisite can be obtained from 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 shiel 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.

[Tel:-0120-4200462,0120-4001002](tel:0120-4200462,0120-4001002)

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](mailto:eproc.nichry@yahoo.com), [Tel:0172-2700275](tel:0172-2700275)

### **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 thousands 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 each.

#### **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 service provider 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 Techprocess 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 “PrintChallan” 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 e- Procurement 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 the tender.

## **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. The Federation is engaged in the procurement of food grains, oil seeds and pulses as per the policies of the State Government and the Government of India.

HAFED intends to transport approx. 30,000 Jute Gunny Bales (+/- 20%) from various jute mills at West Bengal to different destinations in Haryana by engaging reputed and experienced transporter.

### **2. Scope of Work**

The transporter shall be responsible for timely execution of the work of transport of jute gunny bales from various jute mills at West Bengal to Haryana.

### **3. Period of Contract**

The contract shall remain in force for a period of one year. During this period there shall be no increase/escalation of price in any respect.

### **4. 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, however, HAFED shall not be liable to pay any interest thereupon in any case.
- iv. The successful Bidder shall have to deposit security deposit of Rs.5,00,000/- (including EMD Rs. 1,00,000) in favour of The Haryana State Cooperative Supply and Marketing Federation Limited, Panchkula (Haryana) through electronic mode (RTGS/NEFT) or in the form of Demand Draft, as the case may be within seven days from the date of acceptance of bid, 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 after getting internal audit of accounts for that period.

### **5. Eligibility Criteria**

- i. The firm/agency/company/cooperative society registered under Central Act/ Act of Haryana/ Companies Act, 1956/2013 or Indian Partnership Act, 1932.

- ii. The bidder must have completed at least 3 consecutive years in the business of providing such services as on March 31, 2020.
- iii. Turnover should not be less than Rs. 2.00 crore in each of the preceding three years i.e. 2017-18, 2018-19 and 2019-20
- iv. The bidder must have minimum 20 trucks/vehicles in his ownership or under proper lease agreement.
- v. Work experience of similar work of any Govt. Department/Agency/PSU/Other reputed organizations not less than Rs. 2.00 crore collectively in the preceding three years i.e. 2017-18, 2018-19 and 2019-20.
- vi. There should not be any criminal case pending against the participating bidder in any Court of Law.
- vii. Solvency Certificate for an amount not less than Rs. 1.00 crore issued by any of the commercial banks within the last 06 months of the closing date of the Tender.
- viii. Should not have been blacklisted by any of the Government/Semi-Government Department or PSU/Institution/Corporation/Federation and not connected to any firm who has been so blacklisted in the past five years.
- ix. Scanned copy of relevant documents i.e. PAN Card, Valid Trade/ Registration License, ITR of last three Financial years, Audited from Chartered Accountant, etc. duly signed and stamped by the authorized representative of bidder along with an affidavit regarding non-black listing/non-prosecution as per **Annexure-C** shall be uploaded online on the portal along with other copies of documents as mentioned in the format of Technical Bid. No hard copy of Technical and Financial bid shall be accepted.

## **6. Other Terms and Conditions**

- 1. All the instructions contained in the Tender document are important and required to be complied with.
- 2. The successful Bidder will provide approved mode of transport for transportation of Jute Gunny Bales from different Jute Mills situated at West Bengal to the different destinations in the State of Haryana as per requirement of Hafed.
- 3. The Transporter shall be responsible to supply the same jute gunny bales as loaded from the Jute Mill after inspection. If it is found at any stage that the any Jute gunny bale has been replaced/substituted or tampered during transit, criminal action shall be initiated against the transporter besides recovery of all costs including transportation.
- 4. The Transporter shall be bound to deliver the consignment at the designated District/location in the State of Haryana or any other location in Haryana as

per the requirement of the Consignee at no extra freight and the Transporter shall have no objection in this regard.

5. The successful bidder shall be required to obtain comprehensive transit risk insurance policy in respect of all the gunny bales under transit from an authorized Insurance Company by the Insurance Regulatory and Development Authority of India (IRDA) at such premium rates and kept in full force till the delivery of goods in good condition at destinations such that HAFED is kept indemnified against all transit risks. The policy shall be taken in the name of The Haryana State Cooperative Supply and Marketing Federation Limited, Panchkula.
6. Successful Bidder will ensure safety and security of Jute Gunny Bales by proper covering of the trucks carrying the Jute gunny bales with tarpaulins which should be tied with appropriate ropes.
7. In case of receipt of short gunny bales & damaged gunny bales at the destination, the double cost of gunny bales would be recovered from the successful bidder.
8. Successful Bidder shall not withhold the delivery of the consignment for any reason whatsoever and shall be solely responsible for any loss that Hafed may sustain on account of such non-delivery. In the event of non-delivery of the complete consignment at the destination, the bidder shall bear double the cost of jute gunny bales.
9. Successful bidder will ensure that trucks along with Jute bales are fully insured to the value of vehicle, gunny bales and Driver along with Co-Driver/ Assistant/ Cleaner, if any, as per provision applicable of relevant Act(s) and will bear the cost of insurance.
10. In case by virtue of any order /decision of the Hafed is directed to suspend the dispatch of jute gunny bales, Hafed has the right and authority to stop the dispatches immediately. In such an eventuality, Hafed shall not be responsible for any direct or indirect losses that may have to be sustained by the bidder.
11. In case of any eventuality like theft or accident while in transit the same should be brought to the notice of the Hafed at Panchkula and in case of theft/accident, an FIR shall be immediately lodged by the Bidder at the nearest Police Station under intimation to Hafed.
12. No advance payment will be made by Hafed in any case. The bills of transportation will be submitted by the Transporter with the concerned District Office of Hafed within 10 days of delivery along with receipt of clear acknowledgment of the jute gunny bales in good condition by the Store Keeper/ Field Inspector posted at the storage location. The concerned District Office will then release payment to the Transporter on monthly basis for the consolidated gunny bales received during the month.

13. TDS shall be deducted as per the provision of Income Tax Act-1961 as applicable.
14. GST shall be deposited by Hafed on reverse charge basis.
15. In case of redressal of grievances of penalty imposed by Hafed, the Transporter can apply to the Managing Director, The Haryana State Cooperative Supply and Marketing Federation Limited, Corporate Office, Sector-5, Panchkula, Haryana for personal hearing within 90 days of imposition of such penalty. The decision of Managing Director, Hafed, Panchkula, Haryana shall be final in this regard.
16. Every page of tender form must be signed by the bidder.
17. The bidder 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 rules and regulations enactments/laws made by the State Government and the Central Govt. from time to time.
18. In any case, the bidder shall be bound to indemnify HAFED against any loss in respect of gunny bales during transit, whatsoever.
19. The bidder shall have to execute all the work to the full satisfaction of the HAFED directions for proper execution of the contract issued in this behalf by the District Manager, HAFED or his representative or any other officer authorized in this regard shall be binding on him.
20. The bid document is not transferable in any case.
21. 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.
22. 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.
23. The bidder shall quote the price/financial bid per bale in rupees in words as well as in figures. No cutting/over writing shall be allowed. The price should be quoted inclusive of all local taxes, toll tax, statutory taxes, transit comprehensive insurance of jute gunny bales but excluding GST.
24. The L-1 will be decided on the basis of financial bid for transportation of Gunny bales. The rates for transportation charges will be considered for the bidder who has quoted minimum rate per bale.

25. The tender shall remain valid and open for acceptance for a period of 30 days from the last date of submission of tender.
26. The Tender, which has not complied with one or more of the condition prescribed in the tender document, will be summarily rejected. The conditional tenders will also not be entertained and shall summarily be rejected.
27. Successful bidder shall execute an agreement on non-judicial stamp paper of Rs. 100/- within 7 days from the issuance of order, otherwise order shall be cancelled and EMD shall be forfeited.
28. The online financial bid in prescribed format of only those bidders shall be opened who qualify the technical bid.
29. HAFED reserves the right to negotiate the rates. In case, the negotiated rates are not reasonable, HAFED may cancel the tender in full or in part.
30. The jurisdiction of court in case of any dispute in between the procuring entity and the bidder will be at Panchkula, Haryana.
31. Any corrigendum and addendum will be displayed only on websites [www.hafed.gov.in](http://www.hafed.gov.in) and [www.etenders.hry.nic.in](http://www.etenders.hry.nic.in).

**7. Acceptance of the successful Bid and award of work**

- (a) Hafed, after considering the recommendations of the Committee, shall accept or reject the Bids.
- (b) A Bid shall be treated as successful only after the Competent Authority has approved that Bid.
- (c) 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 an agreement on a non-judicial stamp paper of Rs. 100 (One Hundred Rupees) after deposit of security amount within seven days from the date of issue of acceptance letter by HAFED.

**8. Procuring entity's 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.

**9. Execution of Agreement**

- (a) The successful bidder shall be required to sign an agreement within 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) A contract shall come into force from the date of execution of the Agreement.

#### **10. Forfeiture of EMD/Security**

The earnest money deposit/security 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.

#### **11. Penalty**

- i) Successful Bidder/Transporter will be bound to provide trucks/containers for loading of gunny bales from different assigned Jute Mills immediately after receiving the instructions from Hafed or any of its representative. Delay in providing truck/container beyond 48 hours of receipt of instructions by e-mail/ telephone or any other mode of communication, shall attract penalty of Rs.1000/- per truck per day.
- ii) The gunny bales shall be delivered at the designated location in Haryana maximum within 10 days after loading of truck from the Mill. In case there is delay in delivery of gunny bales for more than 10 days of the loading, it shall also attract penalty of Rs.1000/- per truck per day.
- iii) In case the delay continues for more than 5 days or there is repeated delay in providing trucks/containers or repeated delay in delivery of gunny bales, HAFED shall be liable to terminate the contract with immediate effect and get the work done from any other source at the risk and cost of the transporter besides black-listing of the Transporter and debarred from allotment of any work of any State Procuring Agency.

#### **12. Liquidated Damages**

- (i) Hafed shall be open to recover from the Transporter any damages caused to the HAFED due to any act of the Transporter or his employees/ manpower/ workmen.



- (ii) In case of failure of Transporter to provide timely and successful delivery of goods resulting in damage/loss to Hafed, the transporter shall be liable to compensate such losses suffered by the HAFED, without prejudice to right of HAFED to initiate other legal proceedings. Loss to HAFED property if any, attributable to the Transporter shall be recovered as per the valuation as per books of accounts of the HAFED.

### **13. TERMINATION**

- a) HAFED can terminate the contract at any point of time by giving one month written notice to the transporter without assigning any reason and without payment of any compensation thereof. However, HAFED shall give only one weeks' notice of termination of contract to the transporter when there is a default in compliance of the terms and conditions of this tender or the transporter fails to comply with its statutory obligations.
- b) HAFED shall have the right to immediately terminate the contract if the transporter 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 transporter gave wrong information or submitted wrong affidavit at the time of e-tender.

### **14. 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.

### **15. Sub-Contracting**

This is non-transferable contract. Subletting of the work or part of work is not allowed under any circumstances.

### **16. Fore-Closure**

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

### **17. Arbitration**

The disputes, if any, arising between the Transporter 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.

**FORMAT OF TECHNICAL BID**

Sr. No.	Particulars	
	Name of Bidder/Transporter	
	Complete Address	
	Email ID	
	Website, if any	
	Phone Nos./Mobile No.	
	<b><u>Contact Person</u></b> 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. 5900/-) + E-service Fee (1180/-)	RTGS No. Date: Amount: Bank:
3	Pan Card No. (Enclose copy)	Enclosed/Not enclosed
4	Firm/ agency/ company/ cooperative society registered under Central Act/ Act of Haryana / Companies Act, 1956/2013 or Indian Partnership Act, 1932 (Enclose Registration Certificate)	No. Date: Registering Authority:
5	Good & Services Tax Registration (Enclose copy)	No. Date:
6	Undertaking regarding non-black listing as per Annexure-C	Enclosed/Not enclosed
7	CA Audited Balance Sheet and P&L Statement for last 3 F/Years i.e. 2017-18, 2018-19 and 2019-20	Enclosed/Not enclosed
8	Copy of R.C. of Trucks/proper lease agreement as proof of having minimum 20 trucks	Enclosed/Not enclosed
9	Work experience of similar work of any Govt. Department/Agency/PSU/Other reputed organizations not less than Rs. 2.00 crore collectively in the preceding three years i.e. 2017-18, 2018-19 and 2019-20.	Enclosed/Not enclosed

10	Affidavit to the effect that any criminal case is not pending against the bidder in any Court of Law	Enclosed/Not enclosed
11	Solvency Certificate for an amount not less than Rs. 1.00 crore issued by any of the commercial banks within the last 06 months of the closing date of the Tender	Enclosed/Not enclosed
12	Proof of filing of Income Tax Return for the last 3 years	Enclosed/ Not enclosed
13	Copy of Tender Documents duly signed at each page	Yes / No
14	Whether all the documents enclosed have been self-attested by the bidder?	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 : .....

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

I/We hereby quote following rates of transportation per bale:

**Rates in Figures**

Rupees.....Paise.....only **Per Bale**

**Rates in Words**

Rupees.....and Paise.....only **Per Bale**

(The rates should be quoted exclusive of GST in **Rs. Per Bale** in figures as well as in words. There should be no cutting/overwriting in the price bid.)

Signature of Tenderer/Authorized Signatory

Full name of Tenderer/ Signatory

**AFFIDAVIT**

(To be furnished on non-judicial stamp paper of Rs. 10/- duly notarized/attested by the Executive Magistrate)

I/We ..... son/daughter/wife of Sh. ....  
Director(s)/Partner(s)/Proprietor of ..... (name of  
Company/Firm/Agency/Cooperative Society) do hereby solemnly affirm, declare and  
undertake as under:-

1. That I shall abide by all the provisions of all Acts/Laws/Rules as are applicable in the services involved.
2. That I understand that I have to provide quality services during the whole term of contract as per the terms and conditions.
3. That ..... (name of firm/company/society) or any of its partner(s) or share holder(s) or Directors, any other person directly or indirectly connected with or having any subsisting interest in business of my/our firm is not black-listed by any Central/ State government/ Union Territory/ Department/ Office/ Statutory Body/ Autonomous Organization and not prosecuted by any court of law.

**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 material has been kept concealed therefrom.

Place: .....

**DEPONENT**

Dated: .....