

**BID DOCUMENT**

**ENGAGEMENT OF SERVICE PROVIDER**

**FOR**

**PRESERVATION**

**OF**

**FOODGRAINS /ALLIED COMMODITIES IN DESIGNATED HSWC GODOWNS /**  
**CAP STORAGE THROUGH SKILLED MANPOWER IN KURUKSHETRA CIRCLE**

**HSWC, PANCHKULA**

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**HARYANA STATE WAREHOUSING CORPORATION, PANCHKULA**  
**TENDER NOTICE**

**HARYANA STATE WAREHOUSING CORPORATION, PANCHKULA (HSWC) invites online bids for engagement of service provider for preservation of food grains/ allied commodity in designated HSWC godowns / CAP complexes through skilled manpower in Kurukshetra circle/District.**

- A Last date for submission of Bid is **18.09.2020 up to 5:00 PM.**
- B Technical bids to be opened at **HSWC, HO, PANCHKULA on 18.09.2020 at 5.30 AM.**
- C Financial bids will be opened on **22.09.2020 at 9:00 AM.**

The Bid documents & other details are available on the website <https://etenders.hry.nic.in> and [www.hwc.org.in](http://www.hwc.org.in) (for reference only) from **04.09.2020 at 9.00 AM to 18.09.2020 at 5.00 P.M.**

HSWC reserves the right to scrap the Bid enquiry at any stage without assigning any reason and HSWC will not be liable for any costs and consequences incurred by the intending service provider.

Sd/-

Managing Director, HSWC

**Part – A**  
**Technical Bid**

## **Disclaimer**

The information contained in this Bid document or subsequently provided to Bidder, whether verbally or in documentary or any other form by or on behalf of the HSWC or any of its employees or advisers, is provided to Bidder on the terms and conditions set out in this Bid document and such other terms and conditions subject to which such information is provided. This information is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The HSWC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

This Bid document is not an agreement. The purpose of this Bid document is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this Bid document. This Bid document includes statements, which reflect various assumptions and assessments arrived at by the HSWC in relation to the assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Bid document may not be appropriate for all persons, and it is not possible for the HSWC, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this Bid document. The assumptions, assessments, statements and information contained in this Bid document, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations, do analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this Bid document and obtain independent advice from appropriate sources.

The HSWC, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Bid document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Bid document and any assessment, assumption, statement or information contained therein or deemed to form part of this Bid document or arising in any way in this selection process.

HSWC also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this Bid document.

HSWC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Bid document.

The issue of this Bid document does not imply that the HSWC is bound to select any Bidder or to appoint the Selected Bidder, as the case may be, for the assignment and the HSWC reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its cost associated with or relating to preparation and submission of its proposal associated with any demonstrations or presentations which may be required by the HSWC, formation of consortium or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the HSWC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

Sd/-  
Managing Director

**HARYANA STATE WAREHOUSING CORPORATION**

**Bid No. HSWC/Technical/TA-III/Preservation KKR/2020**

**Dated:**

**DETAILED NOTICE INVITING TENDER**

Dear Sir(s),

For and on behalf of the **Haryana State Warehousing Corporation (HSWC)** online bids in the prescribed Bid Document under two bid systems are invited from interested, eligible bidders for **“ENGAGEMENT OF SERVICE PROVIDER FOR PRESERVATION OF FOOD GRAINS/ALLIED COMMODITY IN DESIGNATED HSWC GODOWNS / CAP STORAGE THROUGH SKILLED MANPOWER IN KURUKSHETRA CIRCLE”**. No manual bids shall be accepted.

The assignment will be for a period of two years from the date of acceptance of his offer letter, which can be mutually extended for another one year on the same terms & conditions.

The Bid Document and other detailed terms & conditions are available at <https://etenders.hry.nic.in> and [www.hwc.org.in](http://www.hwc.org.in).

Bidders are advised to follow the instructions provided in the 'Instructions to the Bidders for the e-submission of the bids online through the <https://etenders.hry.nic.in>.

The last time and date for submission of the online Bids is **18.09.2020** and Technical Bids will be opened online at **18.09.2020 at 5.30 PM** on the same day.

Bid Publish Date	<b>04.09.2020</b>
Bid document Download start date & time	<b>04.09.2020</b>
Bid Submission End Date & Time	<b>18.09.2020, 5.00 PM</b>
Technical Bid Opening Date & Time	<b>18.09.2020, 05.30 PM</b>
Financial Bid Opening Date & Time	<b>22.09.2020, 9.00 AM</b>

Bids shall remain open for acceptance up to and inclusive of 90 days from the date of opening of the Bid. Haryana State Warehousing Corporation may at its discretion, extend this date by 30 days and such extension shall be binding on the Bidders. If the date up to which the Bid is open for acceptance is declared to be a closed holiday/Sunday, the Bid shall be deemed to remain open for acceptance till next following working day.



The prospective bidders are advised to refer to the <https://etenders.hry.nic.in> for any modification to the Bid Document and the bidders shall ensure that the Bid Documents submitted by them shall contain such modifications, failing which the bids shall be liable to be rejected.

The Bidder shall along with the Technical Bid deposit through ELECTRONIC MODE an amount of **Rs. 50,000/-** (Rupees Fifty Thousand only) towards Earnest Money and **Rs. 1180/-** (Rupees One thousand One Hundred and Eighty only), towards non-refundable Bid Processing Fee.

Haryana State Warehousing Corporation reserves the right to cancel the Bid enquiry at any stage without assigning any reason and HSWC will not be liable for any costs and consequences incurred by the intending Service Provider.

Conditional Bids will be summarily rejected and the EMDs of such Bidders shall be forfeited. There would be no negotiations.

The offers submitted would be governed by the terms & conditions as laid down in the prescribed Bid Document.

Sd/-  
Managing Director  
HSWC

## **INSTRUCTIONS TO BIDDERS**

### **1. INTRODUCTION**

Haryana State Warehousing Corporation came into existence on 1/11/1967. It was carved out from erstwhile Punjab Warehousing Corporation. It is a statutory body created under an Act of Parliament with twin objectives of providing scientific storage facilities for a wide range of agricultural produce and notified commodities to the farmers, Govt. agencies, Public Enterprises, traders, etc. and to make available credit against goods deposited in the warehouses. The Corporation is one of the State agencies identified for procurement of Wheat, paddy and Bajra for Central Pool at the Minimum Support Price.

### **2. OBJECT OF THE CONTRACT:**

- 2.1** Engagement of service provider for preservation of food grains, oil seed and other perishable goods in designated HSWC godowns/ cap complexes through skilled manpower as detailed in the scope of work at designated godown / CAP complexes details of which are indicated in **Annexure-I (Kurukshetra)**.

Any allied, incidental duties, services and/or; operations related to preservation as may be indicated by the authorized representative of the Corporation shall also be carried out by the service provider at no extra cost.

### **3. PERIOD OF CONTRACT**

The contract shall remain in force for a period of two years from date of acceptance, mutually extendable for another one year on same rates and terms conditions.

### **4. ADDRESS FOR CORRESPONDENCE:**

- 4.1** The address for correspondence with the Corporation will be as indicated in invitation to tender. For all purpose of this contract the address of the Service Provider mentioned in the bid document shall be the address to which all communications to the Service Provider shall be sent, unless the Service Provider has notified a change by a separate letter through e-mail / Registered Post/ Speed post Acknowledgement-Due.

- 4.2 The Bidder shall nominate a person(s) who shall coordinate with the authorized officers/officials of HSWC in respect of the assignment under the contract during the tenure of the contract and also intimate the names, contact particulars to HSWC for better coordination. The list of Authorized officers/officials would be provided to the Bidder by the HSWC.
- 4.3 The Bidder shall be solely responsible for the consequence of any omission to notify a change of address in the manner aforesaid.
- 4.4 The assignment under the contract is for 'engagement of service provider for preservation of food grains in designated HSWC godowns / CAP complexes through skilled manpower' in the Kurukshetra circle (as defined at **Annexure-I**). Preservation of food grains is carried out in two form of Prophylactic treatment and Curative Treatment, Salient features of which are as per **Annexure-II**.

**5. Scope of Work:-**

Scope of work for the specialized service provider will be as under:

1. Inspection of stocks on fortnightly basis.
2. Curative treatment
3. Prophylactic treatment
4. Air charging /surface treatment

The service provider shall provide the above treatment as per schedule given by the Corporation from time to time which includes follow up visits to monitor quality of preservation and corrective action if required, which is required to be sustained till liquidation of stocks.

**A. CURATIVE TREATMENT**

- In case of infestation, the stocks should be fumigated with Al. Phosphide under Gas Proof covers as per following norms:-
- Dosage-3 tablets or 9 gms. Per MT of stocks Exposure period: 5-7 days

Dosage	Remarks
Fumigation under Gas Proof cover 3 tablet or 9 gms per MT. of stocks	<ol style="list-style-type: none"> <li>1. Fumigation is conducted as and when pest infestation is noticed, if the stock is classified as Few i.e. having the live insects upto 2/Kg of sample then it should be fumigated within 5 days whereas if the stock is Heavily infested i.e. having live insects more than 2/Kg of sample then such stocks should be fumigated within 2 days.</li> <li>2. Wherever Trogoderma larvae are present the doses may be raised by 50%.</li> <li>3. One round of pre-monsoon fumigation of all the stocks in covered stores be ensured.</li> <li>4. For CAP stocks, dosage may be raised by 20% from prescribed limit</li> </ol>

**\*On completion of exposure period, degassing of stacks, removal and shifting of fumigation covers, brushing of stacks to remove Aluminium Phosphide residues**

and cleanliness viz. removal of soil/ sand snakes are essential activities of scientific preservation which will be done by the service provider.

**B. Activities to be performed during Curative Treatment (Fumigation of Stocks) and Prophylactic Treatment (Spraying of Stocks) are as listed below:-**

S.No	Name of the Work	Nature of Work
1.	Curative Measure (Fumigation)	<ol style="list-style-type: none"> <li>1. Shifting of cover / unpacking.</li> <li>2. To affix adhesive tapes wherever holes are found on the cover.</li> <li>3. Prepare mud plaster for plastering/sand snakes if required.</li> <li>4. Distribution of Tablets.</li> <li>5. Mounting of cover, Air Tightening with mud plaster / sand snakes / adhesive tapes etc.</li> <li>6. Degassing, cleaning and brushing of stacks, shifting of covers.</li> <li>7. Dis-Mounting the cover from the stack and packing / shifting of covers.</li> <li>8. Removal of mud plaster/Sand Snakes.</li> </ol>
2.	Prophylactic Measure (Spraying)	<ol style="list-style-type: none"> <li>1. Preparation of solution of Malathion / Deltamethrin/ DDVP as per doses.</li> <li>2. Spraying</li> </ol>

**C. SERVICES TO BE PERFORMED UNDER THE CONTRACT:**

1. The service provider shall undertake the preservation through skilled manpower having knowledge on use of chemicals and equipments used for preservation of food grains in presence of technical/ designated staff of HSWC. The skilled manpower to be engaged by the service provider shall perform the duties as mentioned below:-
  - a) Attend to prophylactic treatments by operating hand/power sprayers and other equipments as per programme in presence of Technical Assistants / Assistant Manager (QC)/designated officers of the Warehouse.
  - b) Carrying out fumigation operations which includes carrying covers, unpack and put the same in the stack, airtight the covers besides spray/chemical treatment by mud plastering for which he has to prepare mud plaster or place sand snakes etc.

2. The service provider shall be responsible for the good conduct of his employees and shall compensate the Corporation for losses arising out of negligence, carelessness, want of skill or misconduct of his servants or agents or representatives and the decision of Managing Director, HSWC in this regard shall be final and binding.
3. All the required basic materials for preservation of foodgrains like chemicals/ fumigants, sand snakes and other QC equipment's like hand/ foot/ power sprayers, fumigation covers etc., shall be provided by the service provider. However the contractor shall be free to use any equipment on his own to improve efficiency of operation at no extra cost, with the prior approval of Managing Director, HSWC.
4. The service provider shall depute a technical professional well conversant with the job of scientific storage of food grains for joint inspection with JTA/TA of the warehouse; it will be conducted on every 1<sup>st</sup> & 3<sup>rd</sup> week of the month on every Tuesday. If it happens to be a holiday the inspection shall be done on the next working day. A joint report shall be prepared by the representative of agency and JTAs /TAs of HSWC clearly specifying that the conditions of the stocks is healthy or needs improvement. In case improvement is required treatment to be given should also be specified. The report shall be handed over emailed / texted to the concerned District Manager by the concerned JTA/TA within two working days after the inspection. The concerned District Manager shall then forward all the report of each centre in Storage and Technical wing, H.O. i.e on every 5<sup>th</sup> of Month along with his specific comments regarding the treatment given and health of stocks.
5. The Service provider shall be responsible to perform any other allied work in furtherance of the assignment in relation to preservation of stocks as instructed by HSWC, at no extra cost.

**D. General responsibilities**

- (I) The official information and data in respect of the contract shall not be shared, published, displayed and transmitted to any third party by the Service Provider or its employees/ agents without prior written consent of HSWC.
- (II) The Service Provider shall fulfill all statutory obligations pertaining to the assignment under the contract.
- (III) The appointed service provider shall not sublet the work under the contract.
- (IV) ***The chemical to be used for preservation shall be deposited for Four month in advance by the service provider.***

**5.1 Any deduction made by FCI and other agency at the time of delivery due to deterioration of quality by any infestation, same will be deducted from the bill of service provider.**

- 5.2 Bidder shall ensure to inform to District Manager concerned regarding fumigation/spray operation carried out by them at least two days earlier.
- 5.3 In case of failure of bidder to preserve the stocks resulting in damage/loss on account of down gradation of category/ beyond FSSAI stocks/, service provider shall be liable to compensate such losses suffered by the Corporation, without prejudice to right of Corporation to initiate other legal proceedings. Loss to HSWC property if any, attributable to the Service Provider shall be recovered as per the valuation of the Corporation, from the amount available with HSWC.

## **6. PREPARATION OF BIDS:**

- 6.1 The technical Bid document shall consist of complete technical Bid document (Part-A) along with all Annexure and supporting documents.
- 6.2 The price bid shall consist of the complete price bid document (PART-B).
- 6.3 The Bidder shall submit/upload the complete set of Bid Documents, duly filled in and completed including the Annexures and all supporting documents. Incomplete Bids are liable to be summarily rejected.

## **7. VALIDITY OF BIDS:**

Bids shall remain open and valid for acceptance upto 90 days from the date of opening of Bid. However, the bid validity period can be extended by another 30 days at the discretion of HSWC and such extension shall be binding on the Bidders. The Bidders not keeping the offer open for the prescribed period, their EMD shall be forfeited without prejudice to any other rights and remedies of HSWC against the bidder.

## **8. CONSTITUTION OF BIDDER & SIGNING OF BIDS:**

- 8.1. Person(s) signing the bids shall state in what legal capacity he / she is, or they are signing the bids, e.g. as partner of the firm/LLP, or as a Secretary / Manager / Director/ Lead Member etc., of a Company, Registered Cooperative or Consortium etc.
- 8.2. In case of Partnership firm, the names of all partners should be disclosed and the bids shall be signed by all the partners. The attested copy of the registered partnership deed shall be furnished along with the Bid.
- 8.3. In case of Companies/LLP, the names of all the Directors/Partners shall be mentioned and a self-attested copy of the Resolution passed by the Company/LLP authorizing the person signing the Bid to do so on behalf of the company/LLP shall

be furnished along with the Bid along with self-attested copy of the Memorandum & Articles of Association of the Company, Certificate of incorporation etc. of Company/ LLP Such resolution should in clear and unambiguous terms provide the details & identity of the Authorized person.

- 8.4. In case of a Registered Cooperative, the names of all members of the Managing Committee shall be mentioned and a self-attested copy of the resolution passed by the Managing Committee authorizing the person signing the Bid to do so on behalf of the Cooperative shall be attached with the Bid. Such resolution should in clear and unambiguous terms provide the details & identity of the Authorized person.
- 8.5 The Service Provider shall not make any changes in the constitution of the Bidder firm during the currency of the contract without the prior approval of the HSWC. The Service Provider shall notify to the Corporation the death/ resignation of the partners/directors immediately on the occurrence of such an event. In absence of such notice / approval, the Corporation shall have the right to terminate the contract. The Corporation is not liable for any action arising out of change of constitution of the firm.

## **8.6 SPECIAL CONDITIONS FOR BIDS SUBMITTED BY A CONSORTIUM**

- 8.6.1 The Bid shall contain the requisite information relating to each Member of the Consortium;
- 8.6.2 One Member of the consortium shall be nominated as Lead Member and the nomination shall be evidenced by submitting a Power of Attorney signed by the duly authorized signatories of the other Members of the Consortium as per format contained in **(Annexure-III)**.
- 8.6.3 The Bid shall contain written Power of Attorneys for authorized signatories on behalf of Members of the Consortium as per format contained in **(Annexure-IV)**.
- 8.6.4 The Bid shall be signed by the duly authorized signatory of the Lead Member which shall be legally binding on all Members of the Consortium;
- 8.6.5 All Members of the Consortium shall be jointly and severally liable and shall be bound by the terms & conditions of this Tender and
- 8.6.6 Members of the Consortium shall enter into a legally binding Agreement amongst themselves for the purpose of submission of the Tender and for providing services as required under this Tender. The Agreement shall clearly contain details of the members forming part of the Consortium and the member which has been nominated as lead member by the other Members to the Consortium. Intention to carry out all the responsibilities as stipulated in the Bid document, in case the Bid of the Consortium is accepted by HSWC, the Agreement shall remain valid till the completion of the contract . A copy of the Agreement shall be submitted with the Tender.

- 8.6.7 The number of Members of the consortiums is limited to a maximum of three.
- 8.6.8 A Bidder bidding individually or as a member of a Consortium shall be entitled to submit only one Bid, either individually or as a member of any Consortium, as the case may be.
- 8.6.9 Any one member of the consortium shall have their registered establishment in India.

## **8.7 CHANGES IN CONSORTIUM COMPOSITION**

Change in the composition of a Consortium may be permitted by HSWC at its sole discretion, only where:

8.7.1 The Lead Member is not changed

8.7.2 The modified Consortium would continue to meet the Qualification criteria as specified in Bid document;

8.7.3 Any change in the composition of the Consortium shall have prior approval of HSWC in writing.

## **9. QUALIFICATION / EXPERIENCE CRITERIA**

The Bidder who fulfills the following criteria shall be eligible to participate in the tender:

***9.1 The bidder shall have an experience in scientific preservation of foodgrains for a minimum average quantity of 50,000 MT collectively during two years i.e 2018-19 and 2019-20. Work Completion Certificate must be attached.***

***9.2 The Bidder shall have annual turnover of preservation part only of not less than Rs. 20,00,000/- (Rs. Twenty Lacs only) in each of the immediate preceding two financial years i.e. 2018-19 and 2019-20 for which audited balance sheet has to be attached. Attested copy of turnover by qualified CA is also required which must be attached.***

9.3 The bidder shall have valid PAN No. and GST No.

9.4 Undertaking as mentioned in **Annexure -A**.

9.5 Copy of valid licenses:

1. Fumigation license from Plant Quarantine Department, Faridabad.
2. Fumigant /chemicals storage license from appropriate Govt. Authority.
3. Labour license from appropriate Govt. Authority.

### **Note:**

The details of experience are to be indicated as per **Annexure-V (A & B)** format. Certificates in support of experience shall be produced from client evidencing proof



of satisfactory execution and completion of the contract(s) besides duly certifying nature, period of contract, and volume of work handled.

## **10 DISQUALIFICATION CONDITIONS**

10.1 Bidders who have been blacklisted or otherwise debarred by HSWC or any department of Central or State Government or any other Central / State Public Sector Undertaking will be ineligible during the period of such blacklisting/debarment.

10.2 Any Bidders whose contract with the HSWC, or any department of Central or State Government or any other Public Sector Undertaking has been terminated before the expiry of the contract period on account of breach of contract at any point of time during last five years, will be ineligible.

10.3 Bidders who's Earnest Money Deposit and/or Security Deposit have been forfeited by HSWC or any department of Central or State Government or any other Public Sector Undertaking, during the last five years for breach of any terms & conditions will be ineligible.

10.4 If the proprietor /any of the partners of the firm/ executive member of cooperative /any of the Director of the Bidder company have been, at any time, convicted by a court of an offence and sentenced to imprisonment for a period of three years or more, such Bidder will be ineligible.

While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as a proprietor, partner in another firm, executive member of cooperative or as director of a company etc.) will render the Bidder disqualified.

## **11 EARNEST MONEY DEPOSIT (EMD)**

The Bidder shall along with the Bid deposit through RTGS / NEFT/ UPI/ ELECTRONIC MODE an amount @ **Rs. 50,000/-** towards Earnest Money for in the account of HSWC, Panchkula and the scanned copy / soft copy of RTGS / NEFT/ UPI/ELECTRONIC MODE acknowledgment of such deposit shall be uploaded along with the Technical Bid. Tenders not accompanied by prescribed Earnest Money shall be summarily rejected. The proof of depositing EMD has to be uploaded with the technical bid. Bids not accompanied by proof of depositing earnest money in the prescribed form shall be summarily rejected.

The earnest money shall be liable to forfeiture if the Bidder after submitting his Bid resiles from his offer and/or modifies the terms and conditions thereof in any manner. The earnest money is also liable to be forfeited in the event of the Bidder's failure after the acceptance of his Bid to furnish the requisite security deposit by the due

date without prejudice to any other right or remedies of the corporation under the contract and law.

Earnest money will be refunded to all the unsuccessful Bidders as soon as possible after decision on Bids. No interest shall be payable on the amount of earnest money in any case.

## **12 SECURITY DEPOSIT**

***The successful Bidder shall furnish, within seven working days from the date of issue of acceptance letter by HSWC, a security deposit @ Rs. 20 lakh (Rupees Twenty Lakhs only) for Kurukshetra Circle in the shape of bank guarantee.***

The security deposit will be refunded to the bidder on due and satisfactory performance of the services and on completion of obligations by the Service Providers under the terms of contract and submission of clear "No Dues Certificates" by the concerned District Managers, HSWC, District office subject to such deductions from the security as may be necessary for making up the Corporation's claim against Service Provider. No interest is payable on the amount of security deposit lying with HSWC in any form under the contract. The decision of the District Manager, HSWC as to the amount determined for deduction from the security deposit will be final and binding on the Service Provider.

In the event of the Bidder's failure, after the communication of acceptance of the Bid by the Corporation, to furnish the requisite Security Deposit by the due date, his Contract shall be summarily terminated besides forfeiture of the Earnest Money and the Corporation shall proceed for making an alternate arrangement at the risk & cost of the defaulting Service Provider. Any losses or damages arising out of and incurred by the Corporation by such conduct of the Service Provider will be recovered from them, without prejudice to any other rights and remedies of the Corporation under the Contract and Law. The Bidder will also be debarred from participating in any future tenders of the Corporation for a period of five years from the date of termination of his contract. After the completion of prescribed period of five years, the Bidder may be allowed to participate in the future tenders of HSWC provided all the recoveries/ dues stands deposited by the defaulting bidder.

The Bidder shall ensure that security deposit amount is replenished within 7 days of any deduction made by the Corporation.

### **Forfeiture of EMD/Security**

The earnest money deposit shall be liable to forfeiture, without giving any notice and without prejudice to any other right or remedies of the HSWC 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 HSWC due to acts of omission/commission by the successful bidder/Agency.

### 12.1 Check list

S.No.	Basic Requirement	Documents required	Provided Yes/No	Placed at page No.
1	Annual Turnover of Rs. 20,00,000 lakhs i.r.o in each immediate preceding two Financial year 2018-19 & 2019-20	Audited financial statements for two financial years certified by CA		
2	Audited balance sheet	certified by CA		
3	Work experience in Scientific preservation of Food Grain for in minimum average quantity of 50000 MT collectively during two years i.e. 2018-19 & 2019-20	Provided by Indenting Department/ Organization		
4	Valid PAN Card No.	Photocopy		
5	GSTNo.	Photocopy		
6	Certificate of incorporation and certificate for commencement of business	Certificate		
7	Earnest Money Deposit	Scanned copy of online payment receipt		
8	Tender Fee	Scanned copy of online payment receipt		
9	E-Service Fee	Scanned copy of online payment receipt		
10	Affidavit regarding the firm/bidder who have never been blacklisted by any government department/ corporation/ company etc.	Affidavit		
11	Affidavit regarding No civil/Criminal case is pending in any Court of Law against the participating firms/companies.	Affidavit		

12	Whether any of firm/bidder contract was ever terminated by FCI/Corporations/ Govt. Organization/ PSUs.	Self – Certificate letter		
13	Give details of Bankers name & address with telephone numbers.	Self – Certificate letter		
14	Copy of related valid license from appropriate Government Authority i.e. a) Fumigation license b) Fumigant/chemicals storage license c) Labour license.	Copy of certificate issued by competent authority		

### 13. SUBMISSION OF BID:

- 13.1 The Bidders may contact NIC Portal Help Desk with regard to technical issues relating to functioning of e-Procurement platform or any doubts regarding online submission of Bid Document at the under mentioned Contact:

**Dedicated helpline:**

**e- mail:** <https://etenders.hry.nic.in>

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

**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**

- 13.2 Before the last date & time as notified, the bids shall be submitted online in two parts, viz., Technical bid (Part-A) and Price bid (Part-B). The Bids duly signed by the authorized signatory and complete in all respect along with duly filled Attachments including Appendices, Annexure, and Supporting Documents etc. are to be scanned and uploaded at the space/packet provided in the NIC portal : <https://etenders.hry.nic.in> by the Authorized Signatory as stipulated in the Bid Document. Hard copy of the Bid Documents will not be accepted. HSWC may extend the deadline for submission of Bids by issuing an amendment in which case all rights and obligations of HSWC and the Bidders previously subject to the original deadline will then be subject to the new deadline.
- 13.3 The onus of ensuring fulfillment of the eligibility condition would be on the Bidder and any Bid, if subsequently found ineligible would be summarily rejected.
- 13.4 If any of the documents are found to be forged / fabricated/furnished incorrect information at any stage or any concealment on the part of the Bidder is found at any stage, the HSWC shall have the right to take action for debarring/blacklisting the bidder from participation in any tenders of HSWC apart from initiating legal action under the applicable law for causing any loss/damage and to disqualify/summarily terminate the Contract without prejudice to any other rights or remedies that the Corporation may have under the Contract and Law.
- 13.5 The original/attested copies of the Attachments have to be submitted by the successful bidder on the date to be notified to enable the Corporation to physically verify the authenticity of the documents scanned and uploaded in the e-Procurement portal.

- 13.6 Price Bid submitted by the Bidder in BOQ format of only those bidders who qualify in the Technical bid would be opened.
- 13.7 The indicative list of documents to be submitted along with Bid is at Annexure-VII.
- 13.8 Bids which do not comply with these instructions shall be summarily rejected.
- 13.9 Price bid shall be prepared using the price bid template (BOQ) provided along with this Bid in the e-Procurement portal.
- 13.10 The bidders shall not incorporate any condition in the bids as conditional Bids and Bids which are not submitted strictly in accordance with the bid terms and conditions will be summarily rejected.
- 13.11 It should be clearly understood by the bidder that no opportunity shall be given to withdraw offer at any stage after submission of the bid.
- 13.12 While preparing the Technical and Price Bid, Bidders are expected to provide correct and relevant information. If at any stage it is found that the information supplied by the Bidder is incorrect, HSWC reserves the right to initiate appropriate legal proceedings including Termination of the contract & forfeiture of EMD/Security deposit.
- 13.13 The Technical Bid shall not include any information sought in the Price Bid. All other Bid documents, except Price Bid, shall be enclosed with the Technical Bid.
- 13.14 Complete technical Bid document (Part-A) along with all Annexure and supporting documents must be serially numbered and signed (wherever applicable these should be digitally signed) by the bidder. The Bidders shall submit the scanned self-attested copies of the supporting documents along with the Technical bid document to enable the Corporation to verify & evaluate the bids. After evaluation of the online bids those Bidders who are meeting the criteria for technical qualification may be advised by HSWC to produce the original copies of documents furnished with the Technical Bids for verification on the date & time to be stipulated. Bids of Bidders who fail to furnish the Original Documents for verification on the date & time fixed for verification will be summarily rejected.
- 13.15 Bidder must read carefully all terms and instructions included in the Bid Documents. Failure to provide complete and accurate information with supporting documents may result in rejection of Bids.
- 13.16 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the HSWC will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.
- 13.17 The Bidder shall submit the financial proposal in the price bid template provided along with this Bid (PART-B) online, clearly indicating the quote in both figures and words, in Indian National Rupees (INR), digitally signed by the Bidder's Authorized Representative.
- 13.18 HSWC shall not be liable for any omission, mistake or error on the part of the Bidder while submitting the Bid.

## **14 CLARIFICATIONS & AMENDMENTS TO BID DOCUMENTS.**

- 14.1 HSWC may, at any time prior to the due date of the bid and for any reason, whether at its own initiative or in response to any clarification sought by any bidder, modify the Bid document. Any corrigendum / addendum thus issued will be posted on the website of the Corporation ([www.hwc.org.in](http://www.hwc.org.in)) as well as Central Public Procurement Portal <https://etenders.hry.nic.in> and such modification will be binding on all. In order to afford the prospective bidders to take into account the modification or for any other reasons, HSWC may, at its discretion extend the due date for the proposal.
- 14.2 Corporation may, at its discretion, seek from any or all bidders, clarification(s) in respect of any particulars furnished in their offer. The request for such clarifications and the response will be in writing to be submitted within the stipulated time.
- 14.3 Corporation at its sole discretion may ignore minor omission in the submission of Technical Bid or may require any Bidders to rectify any such discrepancies noticed in the Technical Bids submitted by them in the interest of increasing the competition. It is further clarified that no new document shall be accepted.

## **15 Bid evaluation**

- 15.1 Bid evaluation will be carried out through bid evaluation committee. A two stage procedure will be adopted in evaluating the proposals. The technical evaluation will be carried out first followed by the price bid evaluation. Corporation is at liberty to verify any or all the documents or particulars submitted by the bidder even by referring to third parties.
- 15.2 After evaluating the Technical Bid, the Price Bids of only technically qualified bidders will be opened in their presence or their authorized representatives who may wish to be present at the time of opening of Price Bids on a date and time to be notified subsequently.
- 15.3 Bidders are at liberty to be present or authorize a representative to be present at the opening of the bid at the time and date as specified in the bid. If the date fixed for opening of bids is subsequently declared a holiday, the Bids will be opened on the next working day following the holiday but there will be no change in the time/venue for opening of the bid.

## **16 Bid evaluation criteria**

- 16.1 Bid evaluation committee in the first stage will evaluate the technical bids on the basis of various criteria stipulated in the bid document and there after evaluate the price bids of the bidders who are successful in the technical evaluation.
- 16.2 After determining whether the price bids are complete in all respects and without errors shall determine the lowest price bid for award of contract.

**17. AWARD OF CONTRACT:**

The contract will be awarded to the successful lowest bidder by way of issuance of acceptance letter by **HSWC** through Registered post/FAX/E-mail/speed post etc. which will conclude a binding contract between the parties and the Service Provider shall act upon such acceptance letter.

**18. COMMENCEMENT OF SERVICES:**

The successful bidder shall commence the services under the contract from the date stipulated in the acceptance letter issued by the corporation or as advised from time to time by the corporation in this regard.

**19. GENERAL TERMS AND CONDITIONS:**

- 19.1 The detail of godowns within the circle for which services are required by HSWC is given at **Annexure - I**. however in case for any reason corporation is constrained to cease the operation in any of the godowns under the circle, by giving written notice to that effect, such godowns/ capacity will be taken out of the circle without affecting the contract, in that case the service provider shall continue to provide the services in the remaining godowns/ capacity in the circle at the same rate, terms and conditions.
- 19.2 In the event of failure of the Bidder to undertake the work after award of contract or if Bidder resiles from the contract during its currency, HSWC shall have the right to get the work done from any outside agency at the risk and cost of the Bidder besides forfeiture of the SD and the Bidder shall be liable to make good the losses, if any, suffered by HSWC on this account and HSWC shall also have the right to deduct/recover the amount of such loss and to claim the balance amount from the Bidder without prejudice to any other remedies under the Contract/Law.
- 19.3 The Bidder shall keep adequate number of personnel all the time to cope up with the work for the purpose of Preservation work as per instructions of HSWC.
- 19.4 **Development of App:-**  
***The lowest bidder shall prepare a dashboard/ App under WMS module at its own cost & all preservation activities will be indicated therein. The mobile App must have the following features besides other essential information.***
  - 19.4.1 The services to be rendered shall be indicated center-wise/ month-wise/ date-wise in the App to be provided by the agency. The concerned District Manager and the incharge of the Warehouse shall be given the login ID and password and the Head Office officers shall also be given the login ID and Password to keep a tab on treatment to be provided by the agency.
  - 19.4.2 In case the service is not performed on the desired date the App shall blink so that it comes to the notice of all the concerned.
  - 19.4.3 The App shall show a table when the designated service is due and when it is done.

- 19.4.4 After treatment the App shall show health and hygiene of stocks and whether any corrective action is required to be taken in respect of each designated warehouse/ cap storage. A certificate signed by the representative of the agency and the warehouseman shall be uploaded in the App with minimum three pictures of doing the treatment showing the quality of stocks.
- 19.4.5 The chemicals/fumigants used shall also be shown in the picture as well as in the designated place of the app.
- 19.4.6 The app shall also mention the date on which the next service is due.
- 19.4.7 In case the App is not functional reasons whatsoever, the payment to the service provider shall not be released.
- 19.5 The service provider will ensure all safety protocol are followed by his skilled manpower while undertaking preservation work viz. wearing of gas mask, hand gloves, shoes etc.
- 19.6 The service provider should keep ready First Aid Box to meet out any eventuality or exigencies.
- 19.7 Subject as hereinafter mentioned, the Corporation does not guarantee any definite volume of work or any particular pattern of service, at any time or throughout the period of the contract. The mere mention of any item of work in this contract does not by itself confirm a right on the contractor to demand that the work relating to all or any item thereof should necessarily or exclusively be entrusted to him.
- 19.8 The Corporation have the exclusive right to appoint one or more contractors at any time viz a viz at the time of award of the contract and/or during the tenure of contract for any or all the services and to divide the work as between such contractors in any manner that the Corporation may decide and no claim shall lie against the Corporation by reason of such division of work.

## **20 PAYMENT**

- 20.1 The Service Provider shall be paid at the rates (Rs./ MT) of actual quantity fumigated and area sprayed, by the Corporation for the services rendered satisfactorily upon certification by the concerned TA/JTA /designated official of the warehouse or the Officer Authorized by the concerned District Manager.  
***The payment to the service provider shall be made after checking the treatment provided by it for example once the curative treatment is done the effect of treatment may be checked by the representative of the corporation in presence of service provider and payment may be released only in case the treatment to be found to be satisfactory and a certificate given to this effect by HSWC official.***
- 20.2 Admissible payments shall be made by concerned District Manager, HSWC within 10 working days of the submission of bills in triplicate duly verified by the officer authorized by HSWC for the purpose.
- 20.3 The tenderer/bidder registered under GST shall ensure that the invoices to be raised with HSWC are in compliance with the provisions of GST laws and contain



the requisite details in an accurate manner for claiming of tax credits by HSWC. HSWC reserves the right to release payment of GST, only post matching of the invoices in the GSTN system. This shall further be ensured by the bidder, registered under GST that the invoice raised by him during a month are appropriately reported in the GST returns of said month.

HSWC reserves the right to claim from the bidder any amount of tax, interest, penalty and litigation cost, if any, that may be incurred in future due to violation of GST laws by the bidder.

- 20.4 The contractor should submit all the bills not later than 2 (Two) months from the date of expiry of the contract so that the refund of the Security Deposit may be speeded up. In order to facilitate disposal of running bills, the contractor is advised to submit his bills on monthly basis.
- 20.5 Contractor shall produce copy of EPF challans substantiating payment of EPF dues w.r.t workers engaged by him for services rendered. Such EPF Challan copies shall be furnished for the month immediately preceding the month for which bill is preferred. In the absence of EPF Challan copies, along with the bill, payment will not be released by the Corporation if required.
- 20.6 The Corporation shall not be liable for payment of any interest on any bill outstanding for payment.
- 20.7 The contractor should provide, within 7(seven) days of the joining of work, the Bank Account details to which all payments due to him from the HSWC can be transferred electronically through RTGS/NEFT.
- 20.8 Locking period generation of bill is 15 days after operation done by the service provider.

## **21 SUBLETTING**

The Bidder shall not sublet/transfer or assign the contract or any part thereof to any party.

## **22 SET OFF**

Any sum of money due and payable to the Service Provider (including security deposit refundable to him) under this contract may be appropriated by the Corporation and set off against any claim of the Corporation against the Bidder for the amount due arising out of this contract or under any other contract made by the Bidder with the Corporation.

## **23. PROVISIONS OF FACILITIES**

The Bidder shall provide the services of skilled manpower *for* preservation of foodgrains at par with HSWC/GOI norms to the best satisfaction of Managing Director, HSWC or any officer nominated by him.

## **24. STATUTORY OBLIGATIONS**

- 24.1 It is the sole responsibility of Bidder to hold all valid licenses/ permits relating to Quality assurance and preservation of food grains by respective competent Authorities.
- 24.2 The Bidder shall be responsible for payment of all Central/ State statutory taxes, duties, cess and local taxes/levies and the charges as amended from time to time related to the services under the contract.
- 24.3 The Bidder shall be solely responsible to fulfill all the statutory obligations under various Central/State Acts/ Rules which are in force.
- 24.4 HSWC at its sole discretion may at any time require the bidder to submit the proof / documentary evidences of meeting any/all of the statutory obligations under the contract and the bidder shall furnish such information forthwith.

### **24.5 Do's / Don'ts**

1. On visit to the designated warehouses / CAP storage the agency shall check the general health of stocks in the designated warehouse or the CAP storage and ensure that the stocks are fit for providing preservation treatment prescribed for it. In case the stock is not fit the concerned TA/JTA/ designated warehouse staff of HSWC may be informed that the stock is not fit for preservation and the corrective action to be informed to the concerned TA/JTA / designated staff of HSWC.
2. The treatment shall be given in the presence of the concerned staff JTA/TA/designated staff of HSWC.
3. The service provider shall provide written document of Do's and Don'ts in the intervening period of the next treatment. The staff of HSWC posted is bound to follow the list provided by the agency and follow the same meticulously.
4. Before treatment if any laxity of the Warehouse staff is found it shall be brought to the notice of concerned District Manager and hoisted on the designated App.
5. The treatment should be provided totally as per the laid down procedure or no payment shall be made.
6. If any stock gets damaged or rendered non issuable after treatment or if any recovery is made by FCI/ depository it shall be recoverable from the agency as per mentioned in clause 25.3.
7. The agency should keep a minimum stock of one treatment in advance at the disposal of HSWC in the designated warehouse.
8. HSWC reserves the right to get the chemicals tested at all times and allow the agency to do the treatment only after testing of chemicals. The testing charges shall be borne by the service provider. In case the test result does not conform to the specification, HSWC has the right to deny treatment from the chemicals provided by the service provider.

## **25. LIABILITY FOR LOSSES:**

25.1 Bidder shall ensure satisfactory performance of all the services and obligations under the contract failing which, without prejudice to the right of the Corporation to take such further action including levy of LD, Corporation, will be at liberty to make alternate arrangements at the risk and cost of the Bidder.

***25.2 The bidder shall ensure that the chemical treatment to be given to the stock within 5 days when it is due, failing which it may be got done by the Corporation at the risk and cost of the service provider.***

**25.3 In case of failure of bidder to preserve the stocks resulting in damage/loss on account of down gradation of category/ beyond FAQ stocks/, service provider shall be liable to compensate such losses suffered by the Corporation, without prejudice to right of Corporation to initiate other legal proceedings. Loss to HSWC property if any, attributable to the Service Provider shall be recovered as per the valuation of the Corporation, from the amount available with HSWC out of his security deposit/bank guarantee.**

## **26 LIABILITY OF PERSONNEL:**

26.1 The Bidder shall comply with all statutory/mandatory provisions under various enactments including but not restricted to Contract Labour (R & A) Act, Employees Provident Fund and Misc. Provisions Act, ID Act, ESI/Employees' Compensation Act, etc. and shall be solely responsible for all the obligations and liabilities arising out of and in respect of the personnel engaged by him and shall obtain all mandatory registrations, Licenses, approvals.

26.2 The bidder shall make payment of not less than minimum wages and all statutory payments as applicable to the workers engaged under the contract.

26.3 The Bidder shall be solely responsible for timely deposit of contributions under various statutory enactments and to maintain all prescribed Records, Registers and such other particulars as required in respect of the personnel engaged by him and file the prescribed returns periodically.

26.4 HSWC shall be in no way responsible for the Bidder's liability & obligations in respect of the personnel engaged by him. Notwithstanding the same, If, on account of default of the Bidder, HSWC is compelled to make any payments/contributions or discharge any responsibility/liability of the Bidder, HSWC shall be entitled to recover and/or set off such amounts/expenses incurred from the amounts due to the Bidder under this or any other contract with HSWC without prejudice to the right of HSWC to initiate appropriate legal proceedings for recovery of such amounts.

26.5 The Bidder shall indemnify HSWC against all claims whatsoever arising out of his default in respect of the personnel engaged by him under any Statute/Law in force.

26.6 HSWC shall in no way be responsible for any liabilities arising out of the Bidder's contractual obligation with the Bidder's personnel.

- 26.7 The contract as entered into between HSWC and the Bidder shall in no way nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under any statutory/mandatory provisions prevailing in India. Liabilities of the Bidder in respect of obligatory laws remain unaffected and Bidder shall remain responsible for settlement of claims, if any of third parties who may suffer damages either due to the fault of the Bidder or its employees and Associates.
- 26.8 The Bidder shall be solely responsible for all claims arising out of any accident, death etc. in respect of the personnel engaged by the Bidder under the contract.

**UNDERTAKING**

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

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

(SIGNATURE)

## **27 CORRUPT PRACTICES**

The Bidder shall not offer or give or agree to give any person in the employment of the HSWC any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the contract or any other contract with the HSWC or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the HSWC. Any breach of the aforesaid condition by the Bidder or anyone employed by him or acting on his behalf whether with or without the knowledge of the Bidder or the commission of any offence by the Bidder shall entitle the HSWC to cancel the contract and all or any other contracts with the Service Provider and recover from the Service Provider the amount of any loss arising from such cancellation.

## **28 Liquidated damages**

- 28.1 In case the service provider fails to provide required manpower and material as and when stipulated for fumigation of infested stocks within a maximum period of 2 (two) days, as scheduled provided in advance (as per term and condition) by the concerned District Manager an LD @Rs 5/MT/day will be levied for the entire quantity of stocks to be treated for the period in which the stock remained untreated (excluding the date of e-mail). That corporation reserves the right to fumigate the stocks on the default of the bidder at his risk and cost and the bidder shall be responsible for any down gradation /losses.
- 28.2 The Parties to the contract mutually agree that the liquidated damages stipulated above are reasonable pre-estimate of damages to the Corporation on account of the failure of the Bidder. The liquidated damages as prescribed herein is without prejudice to the right of the corporation to terminate the contract at the risk and cost of the bidder and such other legal remedies available to the corporation under law.
- 28.3 Quality of chemical used by service provider shall be as per specified Government with good quality.

## **29 INSOLVENCY, BREACH OF CONTRACT & TERMINATION**

- 29.1 If the Bidder being an individual or a firm, any partner thereof, shall at any time, be adjudged insolvent, if the Bidder being a company/LLP (Limited Liability Partnership) is wound up voluntarily or by the order of a court HSWC is at liberty to terminate the contract and recover the damages incurred thereof from the bidder.
- 29.2 HSWC may terminate the contract at any time during its currency, without assigning any reason thereof, by giving thirty days' notice in writing to the Bidders at their notified address and the Bidder shall not be entitled to any compensation by reason of such termination.
- 29.3 In the event of breach by the Bidder of any of the terms and conditions of the contract, or failing to observe any of the provisions, obligations governing the contract, or fails to perform the work satisfactorily, the HSWC shall also have, without prejudice to other rights and remedies, the right to terminate the contract forthwith

at the risk and cost of the Bidder and to forfeit the Security Deposit or any part thereof for recovery of all losses, damages, costs and expenses which may be incurred by HSWC consequent to such termination and/ or in completing the assignment.

- 29.4 HSWC may also effect recovery from any other sums then due to the Bidder or which at any time thereafter may become due under this or any other contract with HSWC. In case the sum is not sufficient to cover the full amounts recoverable, the Bidder shall pay HSWC on demand the entire remaining balance due.

### **30. FORCE MAJEURE**

A Force Majeure means any event or circumstance or a combination of events which are beyond the reasonable control of the affected Party, which such Party could not have prevented or reasonably overcome with the exercise of reasonable skill and care in relation to the implementation of this Agreement, which do not result from the negligence of such Party or the failure of such Party to perform its obligations hereunder which are of an incapacitating nature and of a severe magnitude and have a Material Adverse Effect on the affected Party's obligations under this Agreement. A Party shall be entitled to suspend or excuse performance of its respective obligations under this Agreement to the extent such performance is impeded by a Force Majeure event.

### **31. PROCEDURE FOR FORCE MAJEURE**

If a Bidder claims relief on account of a Force Majeure, then the claiming to be affected by the such event shall, as soon as reasonably practicable and in any event within three days of becoming aware of the Force Majeure, give notice of and describe in reasonable detail the effect of such Force Majeure to the HSWC in writing, including the dates of commencement and estimated cessation of such Force Majeure and its effects on the Bidder's obligations under this Agreement. Upon cessation of the situation which led to a Bidder claiming Force Majeure under this section the Bidder shall within two days thereof notify the Corporation in writing of the cessation and the Bidder shall as soon as practicable thereafter continue performance of all obligations under this Agreement but without prejudice to the excuse of performance of all obligations during the continuance of the Force Majeure.

### **32. PROLONGED FORCE MAJEURE**

- 32.1 In the event Force Majeure continuously impedes or prevents a Bidder's performance for longer than seven consecutive days from the date of commencement of such Force Majeure, notwithstanding the suspension of the obligations of the Bidder, they shall decide by mutual consent through consultation either the terms upon which to continue the performance of this Agreement or to terminate this Agreement.
- 32.2 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 32.3 The Bidder is entitled to the payments for the portion of the work already completed before the happening of any event constituting force Majeure culminating in termination of contract. Decision of the HSWC in this regard will be final.

**33. NOTICES**

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered by post / e-mail / hand delivery under acknowledgment to an authorized representative of the respective Parties.

**34. LAWS GOVERNING THE CONTRACT& DISPUTE RESOLUTION:**

34.1 The Contract will be governed by the Laws of India for the time being in force. Any dispute arising out of this Contract will be settled in the Court of law of competent jurisdiction.

34.2 **Arbitration :-**

a) In case of any dispute between the service provider and the Corporation (HSWC) the matter shall be referred to the Managing Director, HSWC within 180 days of the cause of dispute for appointment of Arbitrator.

b) On receipt of written application form either of the parties, the Managing Director; HSWC may appoint any person as Arbitrator to resolve the dispute.

c) The arbitrator so appointed is bound to act as per the stipulations contained in Arbitration and Reconciliation Act 1996, as amended up to date.

**(Signature of Bidder)**

**Managing Director**



**Annexure-I**

**DETAILS OF THE CIRCLE AND THE GODOWNS WHERE PRESERVATION SERVICES ARE TO BE PROVIDED.**

**(Fig. in  
MT)**

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<b>Sr.No.</b>	<b>Name of the Kurukshetra</b>	<b>Capacity (in MT)</b>		
		<b>Covered</b>	<b>CAP</b>	<b>Total</b>
1	KURUKSHETRA -I	<b>16020</b>	<b>0</b>	<b>16020</b>
2	KURUKSHETRA -II	<b>14600</b>	<b>0</b>	<b>14600</b>
3	SHAHABAD	<b>13000</b>	<b>0</b>	<b>13000</b>
4	LADWA	<b>20180</b>	<b>0</b>	<b>20180</b>
5	ISMAILABAD	<b>14030</b>	<b>0</b>	<b>14030</b>
6	PEHOWA	<b>16504</b>	<b>0</b>	<b>16504</b>
7	GUMTHALA GARHU	<b>4000</b>	<b>0</b>	<b>4000</b>
8	PIPLI	<b>32915</b>	<b>6930</b>	<b>39845</b>
		<b>131249</b>	<b>6930</b>	<b>138179</b>

**Circle** : Circle is defined as an aggregation of HSWC storage godowns (owned/ hired)/CAP storage, spread over various locations and headed by a District Manager.

**SALIENT FEATURES OF PROPHYLACTIC & CURATIVE TREATMENT FOR PRESERVATION OF FOODGRAINS:**

**A. PROPHYLACTIC TREATMENT OF STOCKS:**

Disinfestations of food grains is done by prophylactic and curative treatments.

<b>Prophylactic treatment:</b>					
<b>Chemical name</b>	<b>Base</b>	<b>Concentration</b>	<b>Dilution</b>	<b>Dosage of prepared solution</b>	<b>Remarks</b>
Malathion	ORGANO PHOSPHOROUS COMPOUND	50% E.C	1:100	3Lts/100sq. mts	To be sprayed for the stack surface once in 15 days
			1:100	1 Lts/270 cu.mts	For ariel spray once in a week/or as the situation warrants
Deltamethrin	K-OTHRINE	2.5%(W.P)	40gm/ltr	3 Lts/100 sq.mts	To be sprayed on the surface of jute bags of stored foodgrains once in three months after ensuring that the stock is in pest free condition.
DDVP	ORGANO PHOSPHOROUS COMPOUND	76% E.C.	1:150	3Lts/100sq. mts	For spraying of walls/floor/roof only 20% in the godowns floor open space. Not to be sprayed on foodgrain bags.

**\*The solution is prepared as per doses prescribed for different pesticides in water under the strict supervision of technical staff.**

**In case of CAP storage, covering and de-covering of CAP covers, lashing of covers with nylon ropes and cover tops (net) are essential activity of scientific storage of foodgrains.**

## **DETERMINATION OF SURFACE AREA:**

The surface area of a stack should be calculated for its five sides by applying the formula  $2h(L + B) + (L \times B)$ . To this 10% should be added as an allowance for inter bag space.

## **B. CURATIVE TREATMENT OF STOCKS:**

- In case of infestation, the stocks should be fumigated with Al. Phosphide under Gas Proof covers as per following norms:-
- Dosage-3 tablets or 9 gms. Per MT of stocks Exposure period: 5-7 days

Dosage	Remarks
Fumigation under Gas Proof cover 3 tablet or 9 gms per MT. of stocks	<ul style="list-style-type: none"><li>i) Fumigation is conducted as and when pest infestation is noticed, if the stock is classified as Few i.e. having the live insects upto 2/Kg of sample then it should be fumigated within 5 days whereas if the stock is Heavily infested i.e. having live insects more than 2/Kg of sample then such stocks should be fumigated within 2 days.</li><li>ii) Wherever Trogoderma larvae are present the doses may be raised by 50%.</li><li>iii) One round of pre-monsoon fumigation of all the stocks in covered stores be ensured.</li><li>iv) For CAP stocks, dosage may be raised by 20% from prescribed limit.</li></ul>

**\*On completion of exposure period, degassing of stacks, removal and shifting of fumigation covers, brushing of stacks to remove Aluminium Phosphide residues and cleanliness viz. removal of soil/ sand snakes are essential activities of scientific preservation.**

**C) Activities to be performed during Curative Treatment (Fumigation of Stocks) and Prophylactic Treatment (Spraying of Stocks) are as listed below:-**

S.No	Name of the Work	Nature of Work	Unit
1.	Curative Measure (Fumigation)	<ol style="list-style-type: none"> <li>1. Shifting of cover / unpacking.</li> <li>2. To affix adhesive tapes wherever holes are found on the cover.</li> <li>3. Prepare mud plaster for plastering, if required.</li> <li>4. Distribution of Tablets.</li> <li>5. Mounting of cover, Air Tightening with mud plaster / sand snakes / adhesive tapes etc.</li> <li>6. Degassing, cleaning and brushing of stacks, shifting of covers.</li> <li>7. Dis-Mounting the cover from the stack and packing / shifting of covers.</li> <li>8. Removal of mud plaster/Sand Snakes.</li> </ol>	1 (One) Stack (150 MT)
2.	Prophylactic Measure Spraying	<ol style="list-style-type: none"> <li>1. Preparation of solution of Malathion / Deltamethrin/ DDVP as per doses.</li> <li>2. Spraying</li> </ol>	1 (One) Stack (200 sq. mt. area)

**TENDER NO. DATED:**

**Format for Power of Attorney for Authorized Signatory on Behalf of Bidder Power of Attorney**

**(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper to be in the name of the entity who is issuing the power of Attorney)**

Know all men by these presents, that we.....(name of company/firm and the address of its registered office).....do hereby constitute, appoint and authorize Mr./Ms.....(name and residential address).....who is presently employed with us and is holding the position of.....as our LAWFUL attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for "Preservation Of Food Grains & allied commodity in Designated HSWC Godowns / Cap Complexes through Skilled Manpower" .....including signing and submission of all documents and providing information/responses to the Food Corporation of India, representing us in all matters before, and generally dealing with the Food Corporation of India in all matters in connection with our Proposal for engagement of service provider for preservation of food grains in designated HSWC godowns/ CAP Complexes.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of attorney and affirm that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For and on behalf of.....

(Signature)

(Name, Seal and Position of executants)

Attested (Notary Public)

**TENDER NO. DATED:**

**Format for Power of Attorney to Lead Member of a Consortium**

**POWER OF ATTORNEY**

**(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper to be in the name of the entities who are issuing the power of Attorney)**

Whereas, The HSWC has invited Proposals from Bidders for "Preservation of Food Grains / allied commodity in Designated HSWC Godowns / CAP Complexes through Skilled Manpower"

Whereas, the Members of the Consortium are interested in submitting the Proposal to provide service for preservation of food grains in accordance with the terms and conditions of the Bid Document and other connected documents.

Whereas, it is necessary under the Bid Document for the Members of the Consortium to nominate one of them as the Lead Member with all necessary power and authority to do, for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's Proposal for supplying service for preservation of food grains in designated HSWC godowns/ CAP Complexes..

Now this Power of Attorney witnessed that:

We, M/s....., M/s.....and M/s.....(furnish) respective names and addresses of their registered offices).....hereby nominate M/s.....being one of the Members of the Consortium, as the Lead member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium's Proposal for providing service for preservation of food grains, including submission of Proposal, participating in conferences, responding to queries, submission of information/documents and generally to represent the Consortium in all its dealings with HSWC and their consultant for the work or any other person or Government Agency, in connection with the Project until the culmination of the process of acceptance of Proposal and thereafter till the service agreement is entered into with the HSWC.

We hereby agree to ratify all acts, deeds and things lawfully done by the Lead Member acting as our attorney pursuant to this Power of Attorney and affirm that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/Consortium for which we shall be liable jointly and severally.

Dates this the.....Day of.....

.....(Signature)

(Name, position and Company of Executants)

.....(Signature)

(Name and Address of the Attorney)

.....(Signatures)

(Name and Address of two Witnesses)

Note:

- To be executed by all Members of the Consortium excluding the Lead Member.

**Annexure V-A**

**Summary of Work Experience Certificate to be produced by the bidder**

Financial Year	Sl. No.	Name of the Client Served	Nature of the work/ Contract Executed	Commodity Handled	Volume of Work Handled in MT	Remarks
	1					
	2..					
	Total					
	1					
	2..					
	Total					

**Signature of Bidder**

**Note:-**

**In support of the information provided in the above proforma the bidder shall enclose the copies of experience certificate duly issued by the respective clients in their letterhead.**



**TO WHOMSOEVER IT MAY CONCERN**

**Certified that:**

**M/s** \_\_\_\_\_ has handled a quantity of.....MTs of food grains during the financial year .....for the purpose of fumigation through Aluminium Phosphide / MBr or prophylactic treatment through Deltamethrine/ DDVP/ Malathion in an organization. His performance is satisfactory.

**Date:-** \_\_\_\_\_

**Place:-** \_\_\_\_\_

**Signature of Client**

Name :-

Designation:-

Address:-

Stamp:-

**List of document(s) to be uploaded in Financial bid folder/cover:**

<b>Sl. no.</b>	<b>List of documents</b>	<b>(Page No.)</b>
<b>1</b>	Bid document PART – B and as per tender documents.	

**Note:** All documents as required to be submitted needs to be self-attested by authorized signatory, scanned and uploaded. The above list of documents are only indicative, the bidders are advised to refer to the respective Bid document clause in respect of various documents to be submitted.

**Part – B**  
**Financial Bid**

## Financial Bid

S.No.	Nature of Work	Specific Treatment	Rate ( Rs./MT)	Unit	Rate ( Rs./MT)
1.	Curative Treatment (Pre-monsoon ) & quarterly repetition.	Fumigation + Deltamathrin Spray	As per operations actually done.) (MARCH, JUNE, SEPTEMBER & DECEMBER)	MT	
2	Prophylactic Treatment	Spray of Malathion 1 Stack (200 Sq . mtr. Area (150 MT)	As per operations actually done	MT	
	<b>Nature of Work</b>	<b>Specific Treatment</b>	<b>Rate ( Rs./MT)</b>	<b>Unit</b>	<b>Rate (Rs./MT)</b>
3	Air Charging /Surface Treatment	DDVP/Other Substitute # 1 Compartment ( Vacant space area with walls and alleyways =790 Sq. Mtr) & 12 Stacks (150 x 12 = 1800 MT) *	As per operations actually done	MT	

\* The above rates shall also include fortnightly inspection of the stocks as mentioned in clause 5(C) (4) at page no. 13.

(1) Area of one Compartment (136 ft x 70 ft ) = 9520 Sq .ft

(2) Occupied stack are with food grains ( 30 ft x 20 ft x 12 stacks ) = 7200 Sq. ft

(3) Vacant Area of the Compartment ( 1 – 2 ) = 2320 Sq.ft

(4) Four Wall Area of Compartment (136 ft+ 136 ft+ 70 ft + 70 ft) x 15 ft = 6180 Sq. ft

(5) Total area likely to be Air Charged with DDVP/Other substitute = (3 + 4) = 8500 Sq.ft (2320 Sq.ft + 6180 Sq.ft) = 790 Sq. m. of vacant space to be air charges is likely to be equivalent to area of 4 stacks of 150 MT each i.e equal to 600 MT { for MT conversion ).

**Note: For inspection of stocks:**

Failure to visit on the designated day and time shall make the agency / service provider liable to pay damages of Rs. 10,000/- + GST per visit for which no notice shall be issued by the HSWC. District Manager of HSWC are authorized to deduct the penalty amounting to Rs. 10000/- + GST from their pending dues, bills. For a repeated failure of the agency / service provider to provide technical professional for three continues visits, it shall be blacklisted without even a shows cause notice.

# Wherever desired operations carried out take place on Area basis , the cost of carrying out that operation should be converted into cost per MT basis and quoted accordingly. For price

bid at Sr.No.3 where Air Charging /Surface Treatment has to be given, full compartment may be unit for cost calculation/ payment purposes.

1. The L-1 will be decided on the basis of financial bid / rates quoted against Sr. No. 1 only.
2. The rates for service charges for Sr. 2 & 3 will be considered for the bidder who has quoted minimum ( L<sub>1</sub>) in that category) and the L<sub>1</sub> bidder/ firm of Sr.No.1 will have to agree to the same. We agree to provide all Services as per all the terms and conditions of this Tender.
3. The Service Provider should quote the rate of service charges both in figures and words. Cuttings/ alterations are not allowed.
4. Applicable Taxes shall be paid as per law.
5. The rates quoted in the price bid are inclusive of all taxes, duties and cess etc. excluding GST, payment of GST shall be governed as per provisions of GST Act/Rules.
6. The rates quoted in the price bid by the Contractor shall remain firm throughout the tenure of the contract/extended period, if any and shall not be varied under any circumstances.

Yours faithfully,

Signature of Tender  
(Name in capital words)  
(Capacity in which signing)

Mobile No.-----

E-mail ID:-----