



**HARYANA STATE WAREHOUSING CORPORATION  
PANCHKULA**



**E-TENDER**

**Engagement of Service Provider to carry out Preservation,  
Maintenance and Security (PMS) services for food grains  
& other notified commodities in Godowns of Haryana State  
Warehousing Corporation.**

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**HARYANA STATE WAREHOUSING CORPORATION  
BAY NO. 15 - 18, SECTOR - 2, PANCHKULA - 134112  
EPABX: 0172 -2578830 - 32, FAX: 2586900  
E-mail: mb[hwc@hry.nic.in](mailto:mbhwc@hry.nic.in),**

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HARYANA STATE WAREHOUSING CORPORATION  
Bay No. 15-18, Sector - 2, Panchkula - 134 112  
EPABX: (0172) 2578830-32, FAX (0172) 2586900

(For publishing in Newspapers) Notice for **Engagement of service provider**

Tender Serial No.:.....

Dated.....

Online bids are hereby invited on the website <https://haryanaeprocurement.gov.in> as per detail given below:--

Sr. No	Engagement of service provider	Cost of Tender document (Including G.S.T) (Rs.)	e-service fee (Rs)	Earnest Money (Rs.)	
1	Engagement of service provider to carry out Preservation, Maintenance and Security (PMS) services for food grains & notified commodities in Godowns of Haryana State Warehousing Corporation specified in <b>Annexure-I</b> of E-TENDER.	Rs.23,600/- (Twenty three Thousand six hundred)	Rs.1,000/- (One Thousand)	50,00,000/- ( Fifty Lakhs)	
		<b>FROM</b>		<b>TO</b>	
		<b>DATE</b>	<b>TIME</b>	<b>DATE</b>	<b>TIME</b>
<b>Downloading of Tender Documents online Bid preparation/ submission (date &amp; time)</b>		<b>28/12/2018</b>	<b>10:00 AM</b>	<b>28/01/2019</b>	<b>05:00 PM</b>
<b>Opening of Technical bid online (date &amp; time)</b>		<b>29/01/2019</b>	<b>10:00 AM</b>	<b>29/01/2019</b>	<b>05:00 PM</b>
<b>Opening of Financial bid (date &amp; time)</b>		<b>TO BE ANNOUNCED LATER.</b>			

**Terms & Conditions:**

1. The bids should be submitted in online mode.
2. The details of documents required in the technical bid are mentioned in the online E-TENDER document.



3. The lowest firm has to sign the agreement with HSWC & to deposit the balance security amount within 15 working days of acceptance of the Bid.
4. The E-TENDER shall be valid for ninety days from the opening of technical bid and extendable by 30 days on the Discretion of HSWC.
5. E-TENDER will be opened at Corporate- Head Office at Panchkula.
6. Managing Director, Haryana State Warehousing Corporation, reserves the right to reject any or all the bids without assigning any reason whatsoever.
7. Financial bid of only those firms shall be opened who qualifies in the technical bid.
8. GST of HSWC – 06AAACH3948K1ZF

For further details and e-tendering schedule, visit [website https://haryanaeprocurement.gov.in](https://haryanaeprocurement.gov.in) Possession of Digital Signature Certificate (DSC) and registration of the firms/etc. on the portal i.e <https://haryanaeprocurement.gov.in> is a prerequisite for e-tendering. Kindly contact, NexTenders (India) Pvt. Ltd. O/o DS & D Haryana, 2<sup>nd</sup> Floor, SCO-9, Sector-16, Panchkula- 134108, Tel. No.0172-2618292/2582008/2582009, Toll Free no. 1800 180 2097 Email: [chandigarh@nextenders.com](mailto:chandigarh@nextenders.com).

Manager (Business)  
HSWC,Panchkula

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## SCHEDULE

Sr. No	HSWC Stage	Contractor Stage	Start Date and Time	Expiry Date and Time
1	Pre Bid Meeting	(Queries for bid meeting must be sent through e-mail to <a href="mailto:mbhwc@hry.nic.in">mbhwc@hry.nic.in</a> by 07 <sup>th</sup> January,2019. queries sent otherwise will not be entertained. Venue- Corporate office, HSWC, Panchkula )	11/01/2019 ; 12.30 PM	11/01/2019 ; 4.00 PM
2	Release of E-TENDER document	-	28/12/2018 Time 10:00 AM	28/01/2019 Time 5:00 PM
3	-	Downloading of E-TENDER document and online bid preparation (date & time)	28/12/2018 Time 10:00 AM	28/01/2019 Time 5:00 PM
4	-	Online Bid Preparation/ Submission & Earnest Money Deposit	28/12/2018 Time 10:00 AM	28/01/2019 Time 5:00 PM
5	Open EMD & / Technical bid	-	29/01/2019 Time 10:00 AM	29/01/2019 Time 5:00 PM
6	Open Financial/ Price Bid	-	Date & time to be announced later.	



# **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 (HSWC) Haryana State Warehousing Corporation 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. 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.

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 HSWC is bound to select any Bidder or to appoint the Selected Bidder, as the case may be, for the assignment and 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 including but not limited to preparation, copying, postage, delivery fees, expenses 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 HSWC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

Manager (Business), HSWC



## HARYANA STATE WAREHOUSING CORPORATION

Tender No. \_\_\_\_\_

### DETAILED NOTICE INVITING TENDER

Dated \_\_\_\_\_

Dear Sir(s),

For and on behalf of the HARYANA STATE WAREHOUSING CORPORATION online bids in the prescribed Bid Document under two bid system are invited from interested, eligible bidders for “Appointment Of **Preservation, Maintenance & Security** (referred as PMS hereafter) Service Providers at HSWC Warehouses” in the State of Haryana. No manual bids shall be accepted.

The assignment will be for a period of **five years** from the date of issue of acceptance letter. The assignment may be **extended further by one year**. The bidder shall **submit single quote for all the state warehouses specified in Annexure-I of the E-TENDER**.

The Bid Document and other detailed terms & conditions are available at <https://haryanaeprocurement.gov.in> (for reference and online bidding).

Bidders are advised to follow the instructions provided in the Instructions to the Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://haryanaeprocurement.gov.in>

Bids to 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://haryanaeprocurement.gov.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 bidders shall deposit along with the Technical Bid through RTGS / NEFT/ ELECTRONIC MODE an amount of Rs. 50 lacs.(Rupees Fifty Lacs only) towards



Earnest Money and INR 23,600/- (Rupees Twenty three Thousand six hundred only), inclusive of tax towards non- refundable Bid Fee in the Managing Director, HSWC, Panchkula and E-service fee of Rs 1000.

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.

The offers submitted would be governed by the terms & conditions as laid down in the prescribed Tender Form in addition to the terms & conditions indicated herein. There would be no negotiations.

Manager( Business), HSWC



## **INSTRUCTIONS TO BIDDERS**

### **1. INTRODUCTION:**

The HARYANA STATE WAREHOUSING CORPORATION was set up under an Act of Parliament, the Warehousing Corporations Act, 1962 with twin objective 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 above objectives are being achieved by the Corporation through its main operations of procurement, transportation, storage and preservation of food grains. HSWC played a significant role in providing farmers with remunerative prices through procurement of food grains (Wheat, Paddy & Bajra).

### **DEFINITIONS :**

- “HSWC” Haryana State Warehousing Corporation.
- “Managing Director” shall mean the Managing Director of the corporation.
- “Competent Authority” means the Managing Director of the corporation or any officer/Representative authorized by him.
- ‘Service E-TENDER including such auxiliary additional and incidental duties, services and operation as may indicated by the local authorized representative of the corporation or any person authorized by him in this behalf.
- ‘Corporation’ means the Haryana State Warehousing Corporation.
- ‘Stocks’ mean food grains & other notified commodities stored in the godowns.
- ‘District Manager’ means District Manager concerned under whose area the warehouse falls.
- Warehouse Manager means the head of the particular warehouse unit/units.
- PMS Service means preservation, maintenance and security service to be provided by the PMS agency of the stocks stored in the godowns.
- MSP means Minimum Support Price fixed by Government of India..

### **2. ADDRESS FOR CORRESPONDENCE:**

The address for correspondence with the Corporation will be as below:

**HARYANA STATE WAREHOUSING CORPORATION  
BAYS 15-18, SECTOR-2, PANCHKULA-134112**



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 Registered Post/Speed post Acknowledgement-Due.

The Service Provider shall be solely responsible for the consequence of any omission to notify a change of address in the manner aforesaid.

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

Appointment of Service Provider to carry out Preservation, Maintenance & Security of the stocks in the godowns indicated in **Annexure-I** as per HSWC norms indicated in **Annexure-II together** with such additional auxiliary and incidental duties, services and operations as may be indicated by the authorized representative of the Corporation and are not inconsistent with terms and conditions.

### **4. PERIOD OF CONTRACT**

The contract shall remain in force for a period of five years extendable further by one year. If zero stock level is not achieved during the last month of the original contract period, HSWC may at its discretion extend the contract for such further period required to liquidate the stocks on the same terms and conditions which shall be binding on the Service Provider.

### **5. SCOPE OF WORK**

The Service Provider to be engaged shall be responsible for Preservation, Maintenance and Security of stocks in accordance with the instructions/guidelines of HSWC, FCI and State Government as is in force and as may be amended from time to time.

- 5.1 The Service Provider shall be responsible for maintenance of both quantity and quality of food grains/stocks entrusted to him.
- 5.2 The Service Provider shall be responsible to keep the godowns fit for storage as per detail at **Annexure-I of** food grains during the contract period. That the Service Provider shall not carry out any additions or alternations to the buildings, fittings and fixtures except as may be necessary for the installation of necessary utilities such as Computer/AC. The Service Provider shall be responsible for handing over vacant & peaceful possession of the godown along with all fixture & fittings in as good and serviceable condition as they were at the time of taking possession except natural wear and tear. **Annexure -XI.**



5.3 All repair work for upkeep of godown in storage worthy condition shall be carried out by the Service Provider at its own cost. Urgent repairs concerning damage/deterioration to food grains and concerning safety of manpower / labour has to be carried out immediately by Service Provider.

In case the Service Provider delays or fails to do the repairs as above, HSWC will be at liberty to get the work done at the risk and cost of the service Provider in addition to recovering the loss incurred due to delay in carrying out the repairs from the PMS charges payable/ Security Deposit/PG (Performance Guarantee). If anything additional is provided to the Structure and the Service Provider, the same shall be retained and shall become property of the Corporation.

5.4 The Service Provider shall be responsible for quality cuts on account of weevilling and living infestation, and Moisture cut or due to non-issuable stock or timely delivery of stock or demurrage or carry over charges and any other cuts in the stocks, if levied by FCI/ HSWC at the time of taking over of the stocks. In this regard a monthly inspection report regarding the condition of structure and maintenance of warehouse campus as a whole shall be done by the concerned S.D.E and representative of the Service Provider.

5.5 The foolproof security arrangements shall be made by the Service Provider in respect of the stocks and godown and in case of any defalcation/shortage of stocks, the Service Provider shall be liable to compensate the Corporation to the extent of 1.5 times of last available Economic cost/provisional Economic cost of commodity.

5.6 The Service Provider will be required to take immediate action to rectify the discrepancies/irregularities pointed out by HSWC within the period specified in the notice served by HSWC failing which HSWC will be at liberty to recover the amount of losses and/or get the work done at the risk and cost of the Service Provider as the case may be.

5.7 Service Provider shall deploy its personnel to verify the correctness of the Receipt/dispatch of stocks and the authorized representative of Service Provider will duly verify the entries of receipt and dispatch and correctness of weight of stocks by putting his signatures.

5.8 The Service Provider shall provide all infrastructure required i.e. Dunnage Wooden Crates/poly-pallets, LDPE Covers, Nets, Tarpaulins, Insecticides fumigation and spraying equipment's required for proper storage and imparting of chemical treatment to the stocks, locks, weighing scales and



all other equipment" as may be required for proper safety and upkeep of health of stocks etc., in accordance with the norms of HSWC.

5.9 The Service Provider shall also provide adequate number of Computers and peripherals with internet facility for use of DOS and HSWC software as directed by the HSWC.

5.10 It shall be the responsibility of the Service Provider to ensure the data entry on day to day basis through the software to be provided by HSWC for which necessary personnel with adequate knowledge of computers shall be provided by the Service Provider

5.11 The Service Provider shall provide the following minimum manpower:

Capacity (MTs)	Warehouse Operations	MIS Staff	Security Personnel	Technically Qualified Staff for preservation & Quality	No. of Computers + Printers & UPS with internet
10,000 to 15000 MTs	1	1	3	1	2
15001 to 25000 MTs	2	1	3	2	2

The Service Provider shall engage at least one technical person for preservation and maintenance of stocks for every 15000 MT capacities or part thereof having qualification and minimum experience as per **Annexure-V**.

5.12 The Service Provider shall also purchase all insecticides required for maintenance of health of stocks well in advance.

5.13 The Service Provider will also have to maintain the record of the insecticides consumed from time to time and also the empty containers/tubes, which will be disposed of with the prior approval of the Managing Director, HSWC and also in the presence of the authorized representative of the Managing Director, HSWC. Necessary documentation for such disposal shall be jointly signed by HSWC and the Service Provider.

5.14 The Service Provider shall maintain an inventory of chemicals equivalent to the requirement for imparting treatment to stocks for at least 3 months at any given point of time.

5.15 The Service Provider shall be responsible to perform any other allied work in furtherance of the assignment as instructed by HSWC at mutually



agreed cost.

5.16 The service Provider will be responsible for any losses including abnormal storage losses which would be beyond the standards prescribed by the HSWC / FCI / State Government. The Service Provider will also be responsible for amounts of deductions made by FCI/other depositors on account of Quality cuts, Moisture Cuts, etc and also on account of less gain delivered than assured gain in wheat stocks. Demurrage Charges/ carry over charges due to the fault of Service Provider as determined by the warehouseman will be recovered from the Service provider. The losses will be worked out at the time of dispatch of the stocks. Such storage losses over and above the norms prescribed by HSWC/FCI will be recovered from payments due or Security Deposit/PG (Performance Guarantee) of the Service Provider as the case may be.

5.17 Adequate required labour to cope up with the work and keep up certain productivity norms for the gangs should be deployed. In case of misconduct on part of workman/labour deployed by service provider, then the service provider shall pay a penalty of Rs 10,000/- per incidence of misconduct and loss of business due to the fault of Service provider in addition to action against the defaulter under the law.

**5.18 Volume of work :**

The volume of food grains in storage is likely to fluctuate (increase or decrease) and the PMS Agency should note that no claim for fluctuation in the volume of work to be handled during the currency of the contact should be entertained. The capacity of State Warehouses specified in **Annexure-I** may increase/decrease.

**6. VALIDITY OF BIDS:**

Bids shall remain open and valid for acceptance up to 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.

**7. SIGNING OF BIDS:**

7.1 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 etc., of a Company etc.

7.2 In case of Partnership firm, the names of all partners should be disclosed and the bids shall be signed by all the partners or duly authorized person





on behalf of all the partners. The attested copy of the registered partnership deed shall be furnished along with the Bid.

- 7.3 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 attached with the Bid along with self-attested copy of the Memorandum & Articles of Association of the Company/Registered agreement of LLP, certificate of incorporation etc. Such resolution should be in clear and unambiguous terms providing the details & identity of the Authorized person and attest his signature.
- 7.4 The person signing the Bid or any other documents forming part of the Bid, on behalf of any other person or a Firm shall submit a proper Power of Attorney duly executed on a non – judicial stamp paper of appropriate value, duly attested by a Notary Public in his favour, stating that he has authority to bind such other person(s), or the firm, as the case may be, in all matters, pertaining to the Contract. For this, a declaration in the format prescribed at **Annexure-IV** shall also be submitted by the bidder. If at any stage it is found that the person concerned had no such authority HSWC may, without prejudice to other civil/criminal remedies, terminate the Contract and hold the signatory & the Firm liable for all costs and damages.
- 7.5 If the person so signing the bids fails to produce necessary documentary proof of his Authority as indicated above, his Bid shall be summarily rejected without prejudice to any other rights of the Corporation under the law.
- 7.6 HSWC will evaluate only those Bids that are received in the prescribed formats and complete in all respects. Incomplete and /or conditional Bids shall be summarily rejected. The Bid and all related correspondence and documents in relation to the Bid Process shall be in English language only. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by translations in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall only prevail.

## **8. CONSTITUTION OF SERVICE PROVIDER(S):**

- 8.1 Service Provider shall at the time of acceptance of offer declare, whether they are sole proprietary concern or registered partnership firm or



company. The Service Provider shall also nominate a person(s) in whose hands the management and control of the work relating to the contract during the term and tenure of the contract would lie. The Service Provider shall be required to submit 'Power of Attorney' in the favour of the person(s) so nominated whose act shall be binding on the Service Provider. In case of death of the Proprietor of the firm, the legal heir/nominee will be responsible for all rights/obligations of all types of the firm. In case of partnership firm, in case death of any Partner of the firm, his legal heir/nominee will be responsible according to the ratio of deceased partner's share in the firm. In case death of any General Power of attorney/Special Power Attorney partner, the fresh Partnership deed should be executed with the same name of the firm and latest Valid General Power of attorney/Special Power Attorney should be submitted to HSWC authority.

8.2 The Service Provider shall not during the currency of the contract make, without the prior approval of the Corporation, any changes in the constitution of the firm. 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.

## **9. QUALIFICATION / ELIGIBILITY CONDITION FOR TENDER**

9.1 The tenderer should have annual turnover of Rs. 50(Fifty) Crore or above for each of last three years i.e. 2015-16, 2016-17 & 2017-18 in the MSP (Minimum Support Price) related field of Storage & warehousing of Food grains, Rice mills, and other notified commodities.

9.2 Tenderer(s) should have prior experience in providing Preservation and Maintenance services for 17,00,000 MT of food grains/agricultural produce for at least four consecutive months in each of the immediate preceding five years. Tenderer should have successfully executed in any of the immediate preceding five years the Preservation & Maintenance of food grains/agricultural produce work of value:

a. At least 50% of the estimated value of the contract to be awarded, in one single contract:

OR

b. At least 30% of the estimated value of the contract to be awarded, in each of the two different contracts.



9.3 Tenderer should have at least **300 regular employees** on its rolls out of which atleast **25 employees** should possess minimum qualification and experience of preservation and maintenance of foodgrains/agricultural produce as prescribed in **Annexure- III**.

9.4 The tenderer must have a positive net worth of INR 50.00 Crore excluding residential house/ residential property based on the latest financial year for which accounts i.e. profit and loss account and balance sheet is submitted in the tender. The bidder is required to upload **Annexure-X** duly certified by a practicing Chartered Accountant based on financial year 2017-18.

**Note:**

- 1. The year for the purpose of experience will be taken as Financial Year (1<sup>st</sup> April to 31<sup>st</sup> March) excluding the financial year in which tender enquiry is floated.**
- 2. Experience certificate in the proforma prescribed at Annexure-V shall be produced from customers stating proof of satisfactory execution and completion of the contract(s) besides duly certifying nature, period of contract, and value of work handled.**

## **10 DISQUALIFICATION CONDITIONS**

Tenderers who have been blacklisted or otherwise debarred by HSWC or any department of Central or State Government or any other Public Sector Undertaking will be ineligible during the period of such blacklisting or for a period of 5 years from the date of blacklisting/debarment, whichever is earlier.

Any Tenderer whose contract with the HARYANA STATE WAREHOUSING CORPORATION, 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.

Tenderer who's Earnest Money Deposit and/or Security Deposit has been forfeited by HARYANA STATE WAREHOUSING CORPORATION or any department of Central or State Government or any other Public Sector Undertaking, during the last five years, will be ineligible.

If the proprietor /any of the partners of the Tenderer firm/any of the Director of the Tenderer 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 Tenderer 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, or as director of a company etc.) will render the Tenderer disqualified.

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

The Tenderer has to deposit through RTGS / NEFT/ ELECTRONIC MODE amount of Rs 50,00,000 (Rupees Fifty Lacs only) towards Earnest Money. The acknowledgment of depositing EMD has to be uploaded with the technical bid. **Tenders not accompanied by earnest money in the prescribed form shall be summarily rejected.**

The earnest money shall be liable to forfeited if the tenderer after submitting his tender, 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 Service Providers failure after the acceptance of his tender 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.

In the event of the tenderer submitting the conditional tenders, the EMD of such tenderers will be forfeited. Earnest money will be refunded to all the unsuccessful tenderers as soon as possible after decision on tenders. No interest shall be payable on the amount of earnest money in any case. Earnest money amount of the successful bidder will be adjusted in the security deposit.

## **12. SECURITY DEPOSIT**

The successful tender(s) shall furnish, within fifteen working days of acceptance of his tender, a Security Deposit for the due performance of his obligations under the contract. The security deposit shall consist of-

- a) The Successful tender(s) shall furnish an tender security amounting to @ Rs 10 Per MTs for the Capacity under the Scope of PMS and additionally 10% of the Monthly PMS Charges will be deducted from the Monthly bills of PMS Charges of service provider up to the period till the amounts of Rs 2.00 Crore gets deducted as security deposit. The EMD will be adjusted against the security deposit.

The security deposit will be refunded to the Service Providers 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 Manager, HSWC, District



office and subject to such deductions from the security as may be necessary for making up the Corporation's claim against Service Provider. It is made very clear that no interest is payable on the amount of security deposit lying with HSWC in any form under the contract. The decision of the Managing Director, HSWC as of the amount determined for deduction from the security deposit will be final and binding on the Service Provider.

**b) Performance Guarantee:**

The Tenderer shall also furnish an irrevocable and unconditional Bank Guarantee of Rs. 2.00 (Two) Crore issued by State Bank of India or any of its Associate Banks or by any Public Sector Bank in the format prescribed in **Annexure-VI**, which shall remain valid and enforceable till six months after the expiry of the contract period failing which the Security Deposit will be forfeited and the guarantee will stand cancelled without prejudice to such other remedies as may be available to the HSWC under the terms of the lease/law. HSWC will independently verify from the issuing Bank the genuineness of bank guarantee as well as its extensions from time to time as furnished by the tenderer. It is made very clear that no interest is payable on the amount of security deposit of performance guarantee, lying with HSWC in any form under the contract. The decision of the Managing Director, HSWC as of the amount determined for deduction from the security deposit/ Performance guarantee will be final and binding on the Service Provider. The performance guarantee which is in the shape of bank guarantee, shall be renewed one month before its expiry from the same bank otherwise the Corporation will invoke the bank guarantee.

**13. SUBMISSION OF TENDER:**

13.1 Before the last date & time as notified, the bids shall be submitted online in two parts, viz., Technical bid and Price bid at Procurement Portal (<https://haryanaeprocurement.gov.in>). The Bids complete in all respect along with duly filled Attachments including Appendices, Annexures, and Supporting Documents etc. are to be scanned and uploaded at the space/packet provided in the portal by the Authorized Signatory as stipulated in the Bid Document. 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.

13.2 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.

13.3 If any of the documents are found to be forged / fabricated 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 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.

- 13.4 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.
- 13.5 Price Bid submitted by the Bidder in BOQ format of only those bidders who qualify in the Technical bid would be opened.
- 13.6 The indicative list of documents to be submitted along with Bid is at **Annexure-VII**.
- 13.7 Bids which do not comply with these instructions shall be summarily rejected.
- 13.8 Price bid shall be prepared using the price bid template provided along with this Bid/bid in the websites.
- 13.9 The bidders shall not incorporate any condition in the bids as conditional Bids and Bids which are not submitted strictly in accordance with the tender terms will be summarily rejected.
- 13.10 It should be clearly understood by the bidder that no opportunity shall be given to them to withdraw offer at any stage after submission of the bids.
- 13.11 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.
- 13.12 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.
- 13.13 Bids along with Annexures/ supporting documents etc. 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.

- 13.14 Bidder must examine 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.
- 13.15 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.
- 13.16 The Bidder shall submit the financial proposal in the price bid template provided along with this Bid (PART-B) online, clearly indicating the total cost/amount of the Bid in both figures and words, in Indian National Rupees (INR), and signed/digitally signed by the Bidder's Authorized Representative.
- 13.17 HSWC shall not be liable for any omission, mistake or error on the part of the Bidder while submitting the Bid.
- 13.18 While submitting the bid, wherever the Power of Attorney is to be submitted by the bidder such Power of Attorney shall be duly notarized by a Notary Public.

#### **14. CRITICAL DATES SECTION:**

Bid Publish Date	27/12/2018
Tender document Download start date & time	28/12/2018; 10.00 AM
Pre bid meeting Date& time (Queries for bid meeting must be sent through e-mail to <a href="mailto:mbhwc@hry.nic.in">mbhwc@hry.nic.in</a> by 07/01/2019, queries sent otherwise will not be entertained. Venue of Pre-Bid Meeting- Corporate office, HSWC, Panchkula )	11/01/2019; 12.30 PM
Tender Document Download End Date & Time	28/01/2019 ; 5.00 PM
Bid Submission End Date & Time	28/01/2019 ; 5.00 PM
Technical Bid Opening Date & Time	29/01/2019; 10.00 AM
Financial Bid Opening Date & Time	To be announced later .

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

- 15.1 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 at <http://hwc.webappline.com/site/tender> as well as State Procurement Portal (<https://haryanaeprocurement.gov.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. Such corrigendum / addendum may not be published in any newspaper.

- 15.2 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.
- 15.3 Corporation at its sole discretion may ignore minor omission in the submission of Technical Bid such as omitting to give number on a page etc. in the interest of increasing the competition.
- 15.4 Corporation at its sole discretion may require any Bidders to rectify any discrepancies noticed in the Technical Bids submitted by them such as serial numbers, missing seal, Attestation etc. It is further clarified that no new document shall be accepted.
- 15.5 The Bidders may contact State Procurement 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: 1800-180-2097 (Toll Free Number)  
**M/s Nextenders (India) Pvt. Ltd. O/o DS&D Haryana,**  
**SCO- 09, II<sup>nd</sup> Floor, Sector - 16, Panchkula - 134108 (Haryana)**  
**E - mail: [Chandigarh@nextenders.com](mailto:Chandigarh@nextenders.com)**

**Help Desk Nos.:- 0172-2582008-09, 2618292**

The procedure for online e-tendering has been detailed in **Annexure-VIII** which may be referred to.





## **16. OPENING OF PRICE BID:**

16.1 After evaluating the Technical Bid (wherever necessary) the Price Bids of only technically qualified bidders will be opened in presence of all the technically qualified bidders or their authorized representatives who may wish to be present at the time of opening of Price Bids on scheduled date and time. Price Bid of the parties who do not qualify in Technical Bid will not be opened.

16.2 Service Providers are at liberty to be present or authorize a representative to be present at the opening of the tender at the time and date as specified in the tender. If the date fixed for opening of Tenders is subsequently declared a holiday, the Tenders 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 Tender.

## **17. ACCEPTANCE**

On finalization of Tender, HSWC will communicate acceptance of the Tender by way of letter of acceptance through Registered post/FAX/E-mail/speed post / electronic mode which will conclude a binding contract between the parties and the Service Provider shall act upon such acceptance letter.

## **18. GENERAL TERMS AND CONDITIONS:**

18.1 The detail of godowns for which PMS is required by HSWC is given at **Annexure - I**.

18.2 The bidder will quote rate per quintal/month for the total capacity of a godown at a particular centre. PMS charges will be paid within 15 working days after submission of bills in triplicate subject to the condition of realization of the same from FCI/ Agency/ Depositor. After completion of the project, the security deposit by the Service Provider shall be released only after obtaining NDC from HSWC and FCI as applicable by the Service Provider as per **Annexure-XIII**.

18.3 In case of reserved capacity, the PMS charges would be payable for the Actual stock stored capacity of the godown on monthly basis irrespective of the volume of food grains handled or number of turnovers.

18.4 The successful bidder will be required to visit/inspect the godown /premises and sign a joint inspection report with the staff of HSWC regarding the condition in which the godown is handed over to the Service Provider at the commencement of the contract as per the



**Annexure-XI.** The Service Provider shall have to hand over the godown at the end of contract period to HSWC in the same condition as was handed over to him before the commencement of Contract except for natural wear and tear. The joint inspection report will also include a list of inventory of movable and immovable fittings and fixtures at the godown.

18.5 The term of 5 years will start from the first date of storage in each vacant godown and will expire after a period of 5 years from the date of first storage godown wise i.e. in case of centres where there are godowns currently under utilization, the same will be handed over to the Award party after complete liquidation, of the stocks and term 5 years will commence from the first date of storage thereafter. On the expiry of the term, the party will continue to perform the services till the liquidation of the stocks stored in these godowns prior to the completion of the term and the party will be paid for these services on godown storage basis i.e for the godown capacities in which there are un-liquidated stocks. The Contract shall remain in force for a 5 years from the first date of storage and extendable by one year and then further up to the liquidation of the remaining stocks.

18.5 (i) It is clarified that if during the period of contract, the occupancy of godown falls to zero stock level then Service Provider will not be paid any PMS chargers and Service Provider shall handover the godowns to HSWC as per procedure. However, the Service Provider will take over such godowns from HSWC from the first date of storage of stocks in such godowns and become eligible for PMS charges.

18.6 The stocks stored in the godown shall be subject to periodical inspections by HSWC. The condition of stocks and godown shall be examined by HSWC along with representative of Service provider. Discrepancy /irregularity, if any, noticed shall be reported in writing to the Service Provider giving particulars of loss or damage/down-gradation etc. caused to the goods or to the godown.

18.7 In the event of failure of the Service Provider to undertake the work after execution of PMS agreement or if Service Provider 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 Service Provider and the Service Provider/Service Provider shall be liable to make good the loss, 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 Service Provider without



- prejudice to any other remedy under the Contract/Law.
- 18.8 The Service Provider should ensure to keep all the time adequate number of employees/labour and equipment to cope with the work for the purpose of preservation, maintenance and security of stocks in accordance with the guidelines/instructions of HSWC.
- 18.9 The list of Authorized officers/officials of HSWC would be provided to the Service Provider by the concerned District Manager.
- 18.10 The concerned District Manager would also provide all the templates/ formats required for record keeping to the Service Provider
- 18.11 The Service Provider shall ensure that security deposit/ Performance Guarantee amount is replenished within 7 days of any deduction made by the Corporation.
- 18.12 HSWC District Manager will depute at least one official to Co-ordinate with Service Provider and FCI authorities smooth functioning of warehouse operations. HSWC may conduct surprise checks as when required by the authorities to see the operations are performed by the service providers according terms and conditions of E-TENDER document, and to see that Moveable and Immovable properties and stocks are being properly safeguarded.
- 18.13 The Service Provider has to maintain the registers / documents as per **Annexure-IX.**

## **19. PAYMENT**

- 19.1 The Service Providers shall have to perform all the services provided for in this contract. The Service Provider shall be paid at the rates accepted by the Corporation for the services rendered satisfactorily.
- 19.2 Admissible payments shall be made by HSWC **within 15 days after realization from FCI/ Agency.** The Service Provider shall submit monthly bills in triplicate duly verified by the officer authorized by HSWC for the purpose. The monthly bills will be entertained only after submission of Monthly Stock Account (MSA) duly verified by the authorized representative of HSWC. If due to some reasons FCI does not release storage charges up to 3 Months, then HSWC shall make payment of admissible PMS charges to the service provider.
- 19.3 Godowns to be handed over by/to HSWC @ zero stock level to/by the service provider at the time of start/expiry of the contract. On the expiry of the term of 5 Years or after extendable period of one Year, the Service Provider will continue to perform the services till the liquidation of the



stocks stored in these godowns prior to the completion of the term and the **Service Provider will be paid for these services on the actual Storage Basis** i.e. for the godown capacities in which there are un-liquidated and till they complete stock gets liquidated i.e. on reaching stocks zero level.

- 19.4 It is clarified that if during the period of contract, the occupancy of godown falls to **zero stock level then Service Provider will not be paid any PMS chargers** and Service Provider shall handover the godowns to HSWC as per procedure. However, the Service Provider will take over such godowns from HSWC from the first date of storage of stocks in such godowns and become eligible for PMS charges.
- 19.5 The Service Provider shall have to perform all the services provided for in this contract. The Service Provider shall be paid at the rates accepted by the Corporation. The Service Provider shall also provide any **additional services not specifically provided for in this contract for which the remuneration shall be payable at the rates as may be settled by mutual negotiations**. In the absence of any agreement being reached on the rates for such additional services, the decision of the Managing Director, HSWC, will be final and binding. Non-settlement of the rates for additional services will not confer a right upon the Service Provider to refuse to carry out or render such services.
- 19.7 For capacity under the scope of PMS, the Service Provider will be paid the PMS charges for the total monthly average capacity/stocks stored/preserved and not the total tendered capacity. Beyond tendered capacity, the storage shall be paid on actual deposit basis. **Stocks received over and above the tendered capacity of the warehouses shall be charged on actual basis as per the agreed rate till the total quantity stored is reduced to the level of the tendered capacity of the warehouse**. Rates will be calculated on daily basis on the stocks stored under the tendered capacity (unit in such case will be one day). For calculation purpose, daily rate will be decided by monthly rent divided by 30.
- 19.8 All other **statutory deduction as applicable from time to time under all applicable tax rules / all enactment amended from time to time and shall make from the monthly PMS Charges**.
- 19.9 The service charge of Service Provider will be decided on the basis of rates quoted in Price Bid for Basic Services for performing the Preservation, Maintenance and Security Services part of the Scope of the services as per Scope of Work mentioned in this document.
- 19.10 The service Provider must submit dispatch documents of the stocks



delivered i.e. Wheat, Rice etc from the State warehouse, dully completed and through authorized representative of HSWC to District Office within 4 days from dispatch, so that District office can submit the sale bill within 7 days to FCI Authorities for Payment.

**19.11 The Security deposit and Performance Guarantee will be refunded to the service provider only on production of “NOC” from FCI and the concerned District Manager.**

## **20. SUBLETTING**

The Service Provider shall not sublet/transfer or assign the contract or any part thereof to any party. In the event of the Service Providers contravening this condition, the Corporation shall be at liberty to get the work done from other firm/Service Provider on the Service Providers account and at the risk and cost of Service Provider and the Service Provider shall be liable for any loss or damage which the Corporation may sustain in consequence arising out of such replacing of the contract.

## **21. SET OFF**

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

## **22. RECORD KEEPING**

22.1 The service provider shall keep in a place of safety a complete and accurate set of records and accounts of all transactions pertaining to the operation of the depot including records and accounts of all goods received in the godown and withdrawn there from as per HSWC standards, of all unissued documents in his possession, counterfoils/second copies of all documents issued, returned to, or cancelled, by him.

22.2 All accounts, books, papers and documents pertaining to the operations carried out in connection with the contract shall be open for inspections, audit by the authorized representative of the Corporation at the Godown or any officer acting on his behalf or an officer acting on behalf of Managing Director, HSWC including the accounts and audit officers. The Service Provider shall be responsible to produce the same at such time and place as may be directed by the authorized representative of the Corporation.



### **23. RECEIPT/DESPATCH & WEIGHMENT IN GODOWN:**

- 23.1 HSWC will send the stocks in sound/intact bags to the godowns. In case of receipt of cut & torn bags if any found, the same would be repaired by the Service Provider. Service Provider may ensure that the delivery of the goods is made only to the authorized person of the depositor.
- 23.2 The Service Provider will maintain Gunny record in the prescribed register of HSWC. However, at the time of delivery of stocks from the center the gunnies replacement are to be carried out up to prescribed norms fixed by HSWC. The replacement of gunnies over and above the norms shall be borne by the Service Provider.
- 23.3 Goods will be rendered for storage by the representative of Service Provider who will fill up and sign the form for deposit and other formalities.
- 23.4 Stocks at the godowns would be received and issued on weighment basis on the lorry weighbridge available in the godown or the private weighbridge available enroute /nearby at the expense of HSWC. It is clarified that weighbridge installed in HSWC warehouses shall be operated & maintained by the Service Provider. Weighment of private vehicle if any not to be carried out without the approval of competent authority.
- 23.5 The weight of the stocks, moisture contents as well as condition of the stock at the time of receipt and issue shall be recorded by Service Provider. The loss arising due to damages/down gradation / deterioration of stocks during storage will be borne by the Service Provider.

### **24 SIGNING OF WAREHOUSE RECEIPT (WHR)**

The (WHR) Warehouse receipt will be signed by the authorized representative of HSWC after obtaining the undertaking regarding quantity/quality from Service Provider in respect of receipt of stocks in godowns. However, the entries with regard to delivery of stock shall be made by the Service Provider. Overwriting and cuttings in WHR shall not be permitted.

### **25 STORAGE LOSS/GAIN**

- 25.1 The stocks stored in the godown shall be inspected and physically verified by HSWC as well as FCI as and when required.
- 25.2 Loss and gain statement will be submitted in the prescribed proforma of HSWC/FCI. However, storage gain/loss report shall be prepared by the Service Provider month wise in respect of the stock killed /completely liquidated. The balance storage gain/loss shall be divided proportionately in the balance stacks.
- 25.3 If the storage losses are beyond permissible limit as per



HSWC/ FCI norms in vogue, Service Provider shall be responsible for the same and recoveries for such unjustified losses shall be affected from the service Provider by HSWC from their monthly PMS charges.

- 25.4 Norms/prevalent procedure for storage loss/ gain prescribed by the HSWC/FCI / State Govt. / Govt. of India from time to time will be binding on the Service Provider.
- 25.5 The Service Provider will also be responsible for deductions made by FCI on account of Quality cuts, LAS, Moisture Cuts etc. in Rice/wheat etc. and less storage gain as well as less assured gain delivered in wheat stocks.
- 25.6 If the storage losses are beyond permissible limit as per FCI norms in vogue, Service Provider shall be responsible for the same and recoveries for such unjustified losses shall be affected from Service Provider by HSWC. In addition, the agreement with Service Provider also stipulate that Service Provider shall be fully responsible for any loss caused to the stocks of HSWC while in custody of Service Provider on account of fire flood, cyclone, riots & strikes, earthquake, malicious damages, pilferage, theft, housebreaking, burglary, misappropriation etc. for which recoveries will be made from Service Provider on the rates at economic costs of the relevant year in which such loss takes place. The economic cost will be decided by the FCI.
- 25.7 HSWC Norms Regarding Replacement/made up gunnies accounting and prevalent procedure for storage loss/ gain finalized by the FCI / Govt. of India from time to time will be binding on the PMS Agency. The storage loss/gain norms, as in vogue, and circulated by FCI vide circular No.STK/RL/Misc./NZ/11/Vol.III/581 dated 12.12.12 (**Annexure-XII**). Any modification to these norms as done by FCI from time to time will be applicable to govern the determination of storage gain/loss during the period of storage.

## **26 RECEIPT/DELIVERY OF GOODS**

- 26.1 Receipt/Delivery or transfer of goods shall be on the Instructions of the authorized representative of HSWC.
- 26.2 The delivery of stocks shall be made as per demand and priority on the instructions of HSWC representative.
- 26.3 For delivery of goods before and after office hours and on holidays, reasonable/ prior intimation /notice shall be given to the Service Provider for which Service Provider shall be bound and to ensure that there is no loss to HSWC.



## **27. INITIAL FUMIGATION**

27.1 No stocks should be accepted in infested condition for storage into the godowns. However, if necessary/exigency the stock received in infested condition, the same should be treated first before stacking /entering into godowns.

27.2 In respect of stocks dispatched from the godown, if the same are found to be dispatched in infested condition or destination cut imposed by FCI on account infestation etc. as substantiated by records and facts, HSWC shall recover from the same charges from the Service Provider at the double the rates prescribed by CWC/FCI HSWC from time to time.

## **28. INSURANCE**

28.1 The Service Provider shall undertake to exercise reasonable care and diligence for safe keeping the stocks and godown of HSWC as is required from a storing agency as per terms and conditions of this contract. The godown and the stocks & material stored therein shall be insured through a comprehensive insurance policy covering all the risks. The premium and other related charges will be borne by the Service Provider. The Service Provider shall purchase the policy in the name of the Corporation. The Service Provider shall deposit the insurance policy with the Corporation, which shall be verified by the Corporation from the issuing Insurance Company.

28.2 The valuation of stocks for the insurance purpose will be done at the last available Economic cost/provisional Economic cost of rice. The valuation of the Godown and ancillaries for the insurance purpose will be obtained from HSWC.

28.3 In the event of any losses, HSWC will recover for such losses immediately from Security Deposit/ Performance Guarantee or any other payments towards the Service Provider. The same will be refunded on receipt of compensation through Insurance. However no interest should be paid.

28.4 In the event of any losses, HSWC will cooperate with the Service Provider in furnishing necessary details for finalizing the claim for compensation by the Insurance Company.

28.5 The Service Provider shall get the claim settled from the Insurance Co. at the earliest so that the compensation from the Insurance Company is received in reasonable time.

## **29. FREE MOVEMENT OF STOCKS**

29.1 Service Provider shall ensure that there is no hindrance in receipt/issue of

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the stocks at the godown or for moving the stocks within the godown premises and for persons deputed by HSWC to oversee the godown operations. The Service Provider shall keep the godown premises as well as documents pertaining to stocks of HSWC open for inspection any time to the officers/staff of HSWC. In case of failure on part of Service Provider to do so, HSWC will be at liberty to make alternate arrangements at the risk and cost of the Service Provider without prejudice to right of HSWC to initiate such other action as deemed fit treating such failure as breach of contract. Any losses/damages arising thereof shall also be liable to be recovered from the Service Provider

29.2 Service Provider shall not perform any activity other than specified in scope of Work under PMS project in the premises of the godowns.

### **30. PROVISION OF FACILITIES**

30.1 The Service Provider shall provide all the facilities at par with HSWC norms including proper stacking, scientific storage and treatment of the stocks, round the clock security, proper prophylactic & curative treatment, etc. An indicative list is at **Annexure-II**. The list is illustrative and not exhaustive. These facilities shall be part & parcel of the PMS contract.

30.2 The Service Provider shall keep all the facilities available in the godown /premise like weighing scale, QC equipments, drinking water etc. and shall be made available to officers/staff of the HSWC without any additional cost.

### **31. STATUTORY OBLIGATIONS**

31.1 It is the sole responsibility of Service Provider to hold all valid licenses relating to PMS by respective competent Authorities, valid PAN & GSTIN numbers etc. during the contract period.

31.2 The Service Provider shall be responsible for payment of all central/ state specific statutory taxes, duties, cess and local taxes/levies and the charges related to PMS contract in godown/premises.

31.3 The Service Provider shall be solely responsible to fulfill all the statutory obligations under various Central/State acts which are in force including EPF/ESI and applicable labour laws for the employees/labour hired by the service provider.

31.4 The Service Provider has to execute an agreement with HSWC as per **Annexure-XIV**

### **32. LIABILITY FOR LOSSES**

32.1 Service provider shall ensure satisfactory performance of all the services



and obligations under the contract, failing which, Corporation, will be at liberty to make temporary alternate arrangements at the risk and cost of the Service Provider.

32.2 Service Provider will also be liable to make good the losses on account of any shortage/damage/loss etc., to stocks at the last available Economic cost/provisional Economic cost of rice. Loss to the property shall be recovered from the service provider as per the valuation of the Corporation.

32.3 Any of the above actions by the Corporation against the service provider will be without prejudice to other rights and remedies available to the Corporation including termination of the contract.

### **33. LIABILITY TOWARDS LABOUR AND/OR PERSONNEL:**

33.1 The Service Provider shall be solely responsible for complying with all statutory responsibilities and liabilities in respect of the personnel engaged by him and shall obtain all mandatory registrations, Licenses, approvals.

33.2 The service Provider shall be solely responsible for timely deposit of contributions under various 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 from time to time.

33.3 HSWC shall be in no way responsible for the Service Providers liability & obligations in respect of the personnel engaged by him. Notwithstanding the same, If, on account of default of the Service Provider, HSWC is compelled to make any payments/contributions or discharge any responsibility/liability of the Service Provider, HSWC shall be entitled to recover and/or set off such amounts/expenses incurred from the amounts due to the Service Provider 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.

33.4 The Service Provider 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.

33.5 HSWC shall in no way be responsible for any liabilities arising out of the Service Providers contractual obligation with the Service Providers personnel.

33.6 The contract as entered into between HSWC and the Service Provider 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 Service



Provider in respect of obligatory laws remain unaffected and Service Provider shall remain responsible for settlement of claims, if any of third parties who may suffer damages either due to the fault of the Service Provider or its employees and Associates.

33.7 The Service Provider shall be solely responsible for all claims arising out of any accident, death etc. in respect of the personnel engaged by the Service Provider under the contract.

#### **34. CORRUPT PRACTICES**

The Service Provider 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 Service Provider or anyone employed by him or acting on his behalf whether with or without the knowledge of the Service Provider or the commission of any offence by the Service Provider 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.

#### **35. INSOLVENCY AND BREACH OF CONTRACT**

35.1 HSWC may at any time, by notice in writing summarily terminate the contract without Compensation to the Service Provider in any of the following events-

- a. If the Service Provider being an individual or a firm, any partner thereof, shall at any time, be adjudged insolvent or order for administration of his estate made against him or initiated any proceeding under insolvency Act.
- b. If the Service Provider being a company is wound up voluntarily or by the order of a court or a receiver, liquidator or Manager on behalf of the Debenture holders is appointed or circumstances shall have arisen which entitle the Court or Debenture holders to appoint a Receiver, Liquidator or Manager.
- c. The contract is also liable to be terminated if the Service Provider commits breach of any of the terms of the contract and in that event the Service Provider is responsible and liable for all loss and damage arising out of and as a consequence of such breach.



- d. Provided always that such termination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the HSWC and provided also the Service Provider shall be liable to pay to the HSWC for any extra expenditure he is thereby put to.
- e. If any time during the currency of the contract it is established that any or all of the information provided by the Service Provider is false, the Contract is liable to be terminated without prejudice to any other acts and remedies under the contract/law.

### **36. LAWS GOVERNING THE CONTRACT**

- 36.1 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.
- 36.2 The parties to this contract may endeavor to resolve any disputes arising out of this contract through mutual consultations through the intervention of Administrative Secretary, Agriculture & Farmers Welfare Department, Haryana, if required, failing which, the parties shall be at liberty to approach court of law of competent jurisdiction.
- 36.3 **ARBITRATION:** - In case of any dispute/differences arising out of any manner, the same shall be referred to the sole arbitration of M.D, HSWC or his authorized representative and there will be no objection that the person so authorized is/was the employee of HSWC. The decision of MD HSWC/ Authorized person shall be final and binding on both the parties.

### **37. SUMMARY TERMINATION**

- 37.1 HSWC has all the rights to terminate the contract at any time during its currency, without assigning any reason thereof, by giving thirty days notice in writing to the Service Providers at their last known place of residence/business and the Service Provider shall not be entitled to any compensation by reason of such termination.
- 37.2 In the event of breach by the Service Provider of any of the terms and conditions of the contract, or failing to observe any of the provisions, obligations governing the contract, 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 Service Provider and to forfeit the Security Deposit/Performance Guarantee 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. HSWC may also effect recovery from any



other sums then due to the Service Provider 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 Service Provider shall pay HSWC on demand the entire remaining balance due.

### **38. 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.

### **39. PROCEDURE FOR FORCE MAJEURE**

If a Service Provider 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 Service Provider's obligations under this Agreement. Upon cessation of the situation which led to a Service Provider claiming Force Majeure under this section the Service Provider shall within two days thereof notify the Corporation in writing of the cessation and the Service Provider 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.

### **40. PROLONGED FORCE MAJEURE**

40.1 In the event Force Majeure continuously impedes or prevents a Service Provider'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 Service Provider, 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.

40.2 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.

40.3 The Service Provider 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.

#### **41. 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.

(Signature of Service Provider)



## **Part – B**

## **Price Bid**



PRICE BID ( For Providing PMS Services)

1. The rates should be quoted exclusive of Service Tax in **Rs. per Quintal per Month** in figures as well as in words. There should be no cutting/ overwriting in the price bid. Where there is discrepancy between the amount in Figure and words, the lower of the two will govern.
2. I/We hereby quote following rates as service charge Per Quintal Per Month (exclusive of service tax) of food grains/coarse grains/notified commodities etc. per month for preservation, dunnage, chemicals/ fumigants, office equipments, miscellaneous equipments like telephone, electricity and stationery, comprehensive insurance, watch & ward, weighbridge operation/ handling & maintenance, computer systems & maintenance/operators along with internet facility & MIS related Software of CWC/FCI/HSWC and associated manpower for all operations connected with the maintenance of the food grain stocks as per HSWC norms.

- i) Rates in Figures Rupees.....Paise.... Per Quintal Per Month
- ii) Rates in Words Rupees.....and Paise .....only Per Quintal Per month  
(For The actual stocks stored capacity of the godowns shall only be considered)

The above Rates are exclusive of GST.However no GST will be paid by HSWC on Agriculture Produce for the Godowns under the scope of PMS)

In case same rates have been quoted by two or more bidders, then L1 will be decided on the scoring pattern considering percentage weightage as below:

- a). Turnover- 60%,
- b). Experience- 40%

This rate is inclusive of maintenance of property including roads, buildings and ancillary structures, fittings and fixtures, Insurance of stocks stored, water and electric charges thereof, maintenance of weigh bridge, weighbridge and computer operator, computer facilities their usage and other charges and as well as other local taxes/statutory charges associated with the operation and facilities provided as per terms of the agreement to be entered.

Signature of Tenderer/Authorized Signatory  
Full name of Signatory Full  
name of the Tenderer





**Annexure-1**

**Centres/ godowns where PMS services are required.**

**FIGURES IN MT**

S.NO	REVENUE DISTRICT	NAME OF WAREHOUSE	OWNED CAPACITY	CAPACITY UNDER FCI GUR.
1.	KAITHAL	PUNDRI	10000	0
2.		SIWAN	14590	0
3.		KAITHAL-2	15180	15180
4.		SANTOKH MAJRA	15092	0
5.		CHEEKA – 1	19380	16000
6.		JAKHOLI	17286	0
7.		PAI	17907	0
8.	AMBALA	SHAHZADPUR	10164	0
9.		AMBALA CITY	16000	6000
10.		NASIRPUR	18326	18326
11.	YAMUNANAGAR	RADAUR	10820	0
12.	PALWAL	HATHIN	10310	0
13.		SEVALI	16632	0
14.		HODAL-1	16000	14000
15.		FEROJPUR ZIRKA	10850	0
16.	SIRSA	SIRSA-1	10500	0
17.		RANIA	16000	0
18.		CHAUTALA	21660	0
19.	PANIPAT	ELLENABAD	22698	0
20.		ISRANA	17772	0
21.		BAPOLI	24433	0
22.	REWARI	REWARI – 1	11957	0
23.		REWARI – 2	23050	0
24.	KARNAL	JUNDLA	12000	8000
25.		NISSING	13840	8000
26.		NIGDHU	23760	0
27.		GHARAUNDA- 2	22040	0
28.		GHEER	9830	0
29.	SONEPAT	GOHANA	12100	0
30.		PUNGTHALA	19550	0



S.NO	REVENUE DISTRICT	NAME OF WAREHOUSE	OWNED CAPACITY	CAPACITY UNDER FCI GUR.
31.	FATEHABAD	TOHANA-1	12944	8044
32.		DHARSUL	19000	8000
33.		JAKHAL	23902	19902
34.	KURUKSHETRA	SHAHABAD	13000	0
35.		ISMAILABAD	14030	0
36.		KURUKSHETRA-2	14600	8100
37.		KURUKSHETRA-1	16020	7969
38.		PEHOWA	16504	0
39.		LADWA	20180	18340
40.	JIND	GUGAHERI	14322	0
41.		SAFIDON-1	21090	0
42.		NAGURA	18700	0
43.		UCHANA	21454	0
44.	MEWAT	TAURU	15216	0
45.	BHIWANI	KOHLAWAS	16170	0
46.	JHAJJAR	RAMPURA	16450	16450
47.	ROHTAK	NAYA BANS	17864	0
48.	BHIWANI	BAWANI KHERA	19200	0
49.	GURGAON	SIWARI	20790	0
50.	HISSAR	UKLANA	22820	0
		<b>G. TOTAL</b>	<b>833983</b>	<b>172311</b>



## **Annexure-II**

### **Indicative list of activities required to be carried out by the Service Provider and as be amended from time to time by HSWC which shall be part & parcel of terms & conditions of the PMS contract.**

#### **1. PRE- STORAGE STEPS:**

A well-planned work is necessary in order to avoid haphazard handling of stocks and ensure proper accounting and preservation of stocks. Therefore, before fresh stocks are received in the godowns, the Service Provider should be fully prepared to receive it. In this connection, the Service Provider should attend to the following points.

- i. Check up the godowns to ensure that there is no leakage in the roof and walls etc. and drainage is in perfect condition.
- ii. Cleanliness and disinfestation of godowns.
- iii. Estimation of capacity.
- iv. Drawing up of stack plan
- v. Dunnage
- vi. Chemicals for fumigation with sufficient expiry date.

#### **2. CHECK UP OF GODOWNS:**

In order to avoid the possibility of damage to the stocks to be stored, the Godown Manager/Service Provider should check up that there will be no leakage from roof or walls during monsoon and that godown floor does not suffer from seepage. The godowns should be in perfect condition. All cracks and crevices should be filled in and cement plastered. Other possible points of leakages in walls and roof should be checked up and got closed so that water in Monsoon does not enter the godowns through these leakages and damage the stocks. If there are any rat borrows, Al Phosphide should be introduced and holes plugged with clay (wet mud plastering). After 24 Hours the clay (wet mud plastering) should be removed and openings should be plugged with cement mixed with pieces of broken glass.

#### **3. CLEANLINESS AND DISINFESTATION OF GODOWNS:**

The godown should be got thoroughly swept and cleaned. If there is any suspicion of infection, it should be disinfested with Al. Phosphide, Malathion or DDVP spray.

#### **4. DRAWING UP OF STACK PLAN:**

The stack plan should be chalked out bearing in mind the following, three



points:

- i. Maximum space is put to use for storage of stocks.
- ii. Proper alleyways are left for carrying out handling operation, inspection of stocks and their disinfestation treatment with ease and efficiency.
- iii. Maximum benefit of aeration and ventilation arrangements available in the godowns is drawn, as far as possible; the base area of all the stacks should be uniform as far as possible.

**5. STACK LINES:**

The floor area may be divided into uniformly sized and serially numbered rectangular stack bases to build stacks. The stacks lines 2 inch broad drawn in white or black paint serves to mark the boundary of the proposed stack. While marking these stack bases care should be taken to leave 2 ft. to 2.5 ft. wide alleyways between stack and walls or pillars for ventilation and operational purposes. The main alleyways for the haulage purpose may be 3ft.

**6. STACK SIZE:**

Actual size of the stacks in godowns should not normally exceed the size of 30 ft. x 20 ft. The stack size would be decided by District Manager where the Compartment is not of standard size.

**7. DUNNAGE:**

Use of proper dunnage under the stacks is of fundamental importance to protect the stacks from moisture damage and there can be no deviation from this rule.

**8. KIND OF DUNNAGE:**

- i. Wooden crate is an ideal dunnage as it keeps the stacks about 5 inches high from the floor and provides constant circulation of air under the bags.
- ii. 34 or 35 wooden crates of laid-down specification will be used as dunnage under each stack of size 30 ft. x 20 ft.
- iii. Polypallets conforming to BIS standards may be used if wooden crates are not available.

**9. STACK CARDS:**

Prescribed stack cards in Transparent natural coloured polythene with covering of proper size should be kept ready for display on each stack.

**10. COLLECTION OF SWEEPING:**

During and after storage the loose grain/sweeping will be collected, cleaned,



filled in standard bags and got accounted for as per procedure in vogue.

**11. STACKWISE REGISTER:**

After completion of storage, prescribed stack wise register will be maintained for inspection and disinfestations treatment.

**12. CARE OF GRAIN DURING STORAGE:**

**A. CLEANLINESS:**

The godown should be swept regularly at least twice in a week and kept in neat tidy and hygienic condition. All webs on the wall roof, alleyway & bags should be removed regularly and bags should be properly brushed and cleaned. No loose grains should lie on naked floor.

**B. PROVISION OF SAMPLE BAGS:**

Adequate number of sample bags should be provided in each godown. All the samples drawn from the stacks for the purpose of inspection should also be kept in these sample bags.

**C. AERATION:**

Doors, Windows and ventilators of the godowns should be kept open on clear/ dry / sunny days for aeration.

**D. SPRAYING:**

As soon as the stack is complete, it should be sprayed as per following norms:

Name of Insecticides	Nature of Insecticides	Dosages	Remarks
Malathion 50 EC (1:100)	Contact poison	Walls/alleyways bags surface 3 litres of prepared solution per 100 Sq. metres to control insects and avoid cross infestation.	Every fortnight
DDVP (1:150)	Semi fumigant and contact poison	On walls / alleyways / Empty space 3 litres of prepared solution per 100 Sq. metres (1000s.ft)	Once after 21 days

**E. DETERMINATION OF SURFACE:**

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.

**F. SEPARATE STORAGE FOR DIFFERENT COMMODITIES:**

Each commodity should be stored crop year wise in separate stacks with distinct identity.

**G. BRUSHING OF BAGS BEFORE SPRAYING / FUMIGATION:**

Before stocks are dusted or sprayed, bags should be brushed to remove the collected dust, webs, cocoons, eggs etc. that might be sticking to the bags. After fumigation the bags should also be brushed thoroughly to remove dead pest and residue of fumigant.

**H. FORTNIGHTLY INSPECTION:**

Godowns and stocks should be thoroughly inspected at least once a fortnight. During rains the inspection should be frequent. Inspection should consist of:-

- Checking up of godown walls, roof and floor, checking up peripheral, top and bottom layer bags in case of bag storage.
- Checking up of representative sample of each stack.
- Checking up of stocks of different depths/sides in case of bulk storage.

A proper godown-wise/stack-wise register to be maintained recording the observations/ findings of the fortnightly inspections.

**I. DURING INSPECTION IT SHOULD BE ASCERTAINED AND REPORTED WHETHER:-**

- 1) Proper standard of godown hygiene and cleanliness is being maintained.
- 2) There are any leakage/cracks and godown stand in need of any repairs.
- 3) There is any likely hood of damage to stocks due to godown leakage.
- 4) The floor is free from seepage or not, if not, whether the stocks are likely to get damaged due to seepage.
- 5) There is any heating etc. in the stocks.
- 6) The stocks require turn over owing to heating.
- 7) There is any cake formation along walls in case of bulk storage.
- 8) The grain of bottom layer bags and other bags is dry, if not whether there is any likelihood of damage to stocks on account of excessive moisture.
- 9) The stocks are free from infestation. If not, what is the kind and magnitude of infestation and whether spraying/fumigation of the stocks is warranted.



- 10) There is any damage to stocks due to infestation and, if yes, to what extent.
- 11) There are any stocks warranting immediate disposal for reasons of deterioration.
- 12) The fumigation has been done in time.
- 13) The stocks have been dusted on due dates.
- 14) There is any rat trouble in the godowns.
- 15) There is any damage to stocks caused by rats.

The observations made during inspection should be recorded in the stack wise inspection register and stack cards. Whatever action is required on above points as a result of inspection should be taken at once. A detailed report about the action taken and required to be taken should be sent to HSWC.

**J. FUMIGATION:**

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 covers 3 tablet or 9 gms. per MT of stocks	Immediately when the infestation of pests is noticed and Pre-monsoon fumigation before the onset of monsoon.

After fumigation is carried out, the top and sides of the stacks should be checked for any crawling insects. If any crawling insects are noticed, then it should be taken as an indication of fumigation operation being not carried out properly and effectively. The cause should be looked into and avoided for future operation & stocks should be fumigated again and after exposure period / after fumigation, the bags and the stacks should be cleaned and brushed thoroughly to remove ash and dead pest & stocks should be sprayed with Deltamethrin or with DDVP (in case of crawling infestation) to eliminate the chances of any living pest.

The Service Provider will also purchase all insecticides required for maintenance of health of stocks during a particular calendar year at least three months in advance.

The Service Provider will also have to maintain the record of the insecticides consumed from time to time and also the empty container/tubes, which will be disposed of with the prior approval of the HSWC.



**K. TREATMENT FOR RAIN AFFECTED STOCKS:**

In case of receipt of rain affected stocks of wheat/rice the Service Provider shall take necessary salvaging operations and aerate the stocks before stacking to maintain the health of such stocks during storage.

**13. ACTION TO BE TAKEN AT THE TIME OF DELIVERY OF STOCKS FROM THE GODOWN:**

As soon as the movement is allotted, Service Provider will get the priority & identification of the stocks to be delivered done from FCI/ HSWC. Thereafter, the Service Provider will ensure issue of stocks as per the priority given by the FCI/ HSWC. In case of any deviation in priority, the same has to be authenticated by authorized HSWC representative giving justifications for the same.

**14. BRIEF DISCRIPTION OF WORK:**

- i. The agency/Service Provider shall be responsible for quality cuts on account of weevilling and living infestation in the stocks.
- ii. The Service Provider shall deploy its personnel to verify the correctness of the receipt/despatch of stocks by deploying his work force for this purpose and the authorized representative of Service Provider will duly verify the entries of receipt and despatch and correctness of weight of stocks by putting his signatures.
- iii. In case of any shortage or damage / loss etc. to goods for whatsoever reason while the same are in the custody of the Service Provider, the Service Provider shall be liable to make good to the Corporation the value of the goods including, penalties and fines as levied by the concerned authorities for such shortage or damage / loss etc. In addition, if there is collusion of the Service Provider in such losses or damage, the concerned District Manager, HSWC may levy a penalty as deemed fit (CARTEL). In case of any dispute, the decision of the Managing Director, HSWC will be final and binding on the Service Provider.
- iv) The agency/Service Provider shall also ensure receipt/ despatch of stocks strictly conforming to uniform specifications prescribed for the corresponding year. The liability of the Service Provider for any default in this regard will be governed as per the instructions / procedure contained in the HSWC issued from time to time. It shall be the responsibility of the Service Provider to keep themselves updated with the latest amendments / modifications in the above instructions.



**PROVIDING OF NECESSARY INFRASTRUCTURE FOR PROPER UPKEEP OF HEALTH OF STOCKS IN GODOWNS BY THE SERVICE PROVIDER:**

The following Items are required to be provided by the service provider in the godowns-10,000 MT Capacity as a unit:

Sr. No.	Name of the Item/article	Specification	Approximate Quantity required
1.	Wooden Crates	As per specifications enclosed of each crate of 5" x 3" in size	35 wooden crates per stack i.e. 2350 crates for 10,000 MT capacity
2.	Bamboo mats	For one layer on the crate	2350 mats each of 5"x3" in size.
3.	Locks	7 levers with 2 keys	2 lock for each shutter and the required quantity for other building
4.	Weighing Scales (100KG)	With weights, Pans, chains and tripod stand approved by Weight and Measure Dept.	2 sets
5.	Foot Sprayers		2
6.	Moisture meter	Model No. 6005-SL	1
7.	Polythene Covers	Size 32" x 21" x 17" Average thickness 1000 gauge	24
8.	Sand Snakes	Weight 52 Kg.	1600
9.	Pokers(iron ake)	Length 40" with dia of 7"	4
10.	Enamel Plates	IS: 2816-1964	4
11.	Sieve set	IS:4333-(part1)-1996(reaffirmed 2001)	1
12.	Thermometer	IS460-Part 1:1985	1
13.	Ladder	-	1
14.	Bucket	-	1
15.	Mug	20 Litre capacity	2
16.	Measuring Glass	1 Litre Capacity 100 ml Capacity	2
17.	Aluminium Phosphide	Each tablet of 3gm (for fumigation purpose)	90 Kg per fumigation for 10,000 MT (min. 4 rounds of fumigation in a year) i.e. 360 Kg per year
18.	DDVP (Di Methyl Dichlorovinyl Phosphate)	Once in 21 days (Spraying)	Quantity to be used as per norms
19.	Deltamethrin	Once in 3 months or after fumigation (for spraying)	18 Kg in one round of 10,000 MT Stock
20.	Malathion	Once in 15 days	4.5 Litres for one round of 10000 MT stock
21.	First aid box	-	1

**NORMS REG. QUALIFICATIONS OF TECHNICAL PERSON**

I. B.Sc. in Agriculture from a recognized University.

Or

B.Sc. with any of the following subject from a recognized University:

Botany / Zoology / Bio-Technology / Bio-Chemistry / Microbiology / Food Science.

Or

B. Tech / BE in Food Science / Food Science and Agricultural Engineering / Bio-Technology from a recognized University / an institution approved by AICTE.

**DECLARATION**

(on non-judicial stamp paper of appropriate value, attested by Notary Public)

1. I \_\_\_\_\_ Son/Daughter/Wife of \_\_\_\_\_ am the authorized representative of the bidder firm and I am competent to sign this declaration and execute this Bid document.
2. I have carefully read and understood all the terms and conditions of the Bid No.....and I agree, confirm and undertake to abide by all the terms & conditions as stipulated in the prescribed Bid document, its Annexures, Appendices and also to furnish signed hard copy of bid document upon award of contract.
3. The information/documents furnished along with the above Bid are true and authentic to the best of my knowledge and belief. I/We am/are well aware of the fact that furnishing of any false or incorrect information/fabricated document would lead to rejection of my Bid at any stage without prejudice to any other rights that the Corporation may have under the Contract and Law.
4. I further undertake that the entire responsibility of the personnel deployed under the contract services will be that of the Bidder.
5. I/We do hereby declare that I/We shall be bound by the act of my/our duly constituted attorney, Shri\_\_\_\_\_and of any other person who in future may be appointed by me/us in his place to carry on the business of the concern whether any intimation of such change is given to the HARYANA STATE WAREHOUSING CORPORATION or not.
6. I have thoroughly examined and understood all the terms & conditions as contained in the Tender document, invitation to tender, General Information to Tenderer and its annexure & appendix and agree to abide by them.
7. I agree to keep the offer open for acceptance upto and inclusive of\_\_\_\_and to the extension of the said date by 30 days in case it is so decided by the Managing Director,HSWC. I/We shall be bound by communication of acceptance of the offer dispatched within the time. I/we also agree that if the date upto which the offer would remain open is declared a holiday for the Corporation the offer will remain open for acceptance till the next working day
8. I do hereby declare that the entries made in the tender and Appendices/Annexures attached therein are true and also that I/We shall be bound by the act of my/our duly constituted Attorney.
9. **I hereby declare that my Firm/Company has not been blacklisted or otherwise debarred during the last five years by the HARYANA STATE WAREHOUSING CORPORATION, or**

**ANNEXURE-IV**

any department of Central or State Government or any other Public Sector Undertaking, or any other client, for any failure to comply with the terms and conditions of any contract, or for violation of any Statute, Rule, or Administrative Instructions.(\*)

OR

10. I hereby declare that I, my Firm/Company was blacklisted/debarred by\_\_\_\_(here give the name of the client) for a period of \_\_\_\_\_, which period has expired on\_\_\_\_\_. (Full details of the reasons for blacklisting/debarring, and the communication in this regard, should be given)(\*)(\*) (Strike out whatever is not applicable)
11. **I/we hereby declare that no contract entered into by me, my Firm/Company with the HARYANA STATE WAREHOUSING CORPORATION, or any department of Central or State Government or any other Public Sector Undertaking or any other client, has been terminated before the expiry of the contract period at any point of time during the last five years.**
12. **I hereby declare that the Earnest Money Deposit and/or Security Deposit has not been forfeited or adjusted against any compensation payable, in the case of any Contract entered into by me/my firm/company/us with the HARYANA STATE WAREHOUSING CORPORATION, or any department of Central or State Government or any other Public Sector Undertaking during the last five years.**
13. **I/we hereby declare that I have not been convicted at any time by a Court of Law of an offence and sentenced to imprisonment for a period of three years or more.**
14. I/We certify that all information furnished by me/us is correct and true and in the event that the information is found to be incorrect/untrue, the HARYANA STATE WAREHOUSING CORPORATION shall have the right to disqualify me/us without giving any notice or reason therefore or summarily terminate the contract, without prejudice to any other rights that the Corporation may have under the Contract and Law.
15. **I/we hereby declare that** in case of death of the Proprietor of the firm, the legal heir/nominee will be responsible for all rights/obligations of all types of the firm. In case of partnership firm, and death of any Partner of the firm, his legal heir/nominee will be responsible according to the ratio of deceased partner's share in the firm. In case death of any General Power of attorney/Special Power Attorney partner, the fresh Partnership deed should be executed with the same name and style of the firm and latest Valid General Power of attorney/Special Power Attorney should be submitted to HSWC authority.

Yours faithfully,  
(\_\_\_\_\_  
Signature of Bidder  
(Capacity in which signing)  
Seal

**Annexure V**

**Proforma of Work Experience Certificate to be produced by the Tenderer**

Sr. No.	Name of the Client Served	Nature of the work/ Contract executed	Contract Period		Product Handled	Volume Of Work Handled In MT	Total Value Of work/ Contract executed	Remarks
			Start from	End				

Signature of Authorised Signatory  
Seal

**Proforma of Bank Guarantee of Security Deposit**

(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

In consideration of the Food Corporation of India,..... at  
..... (hereinafter called HSWC) having stipulated furnishing  
the security deposit in the form of Bank Guarantee under the terms and conditions of the  
contract No.\_\_\_\_\_, dated\_\_\_\_\_ made between the HSWC and  
M/s

..... (hereinafter called the Bidder) to undertake service (PMS)  
operations at HSWC Warehouses (hereinafter called the „contract“) for the due performance  
and fulfillment by the said Bidder of the terms and conditions and obligations contained in  
the said contract, we **(NAME OF BANK)**, (hereinafter referred to as `the Bank')  
at the request of M/s

..... (BIDDER/S) do hereby undertake to pay on demand by HSWC an  
amount Rs.\_\_\_\_\_(Rupees\_\_\_\_\_only)...

We **(NAME OF BANK)** do hereby undertake to pay the amounts due and payable under this  
guarantee without any demur, merely on a demand from the HSWC. Any such demand  
made on the Bank shall be conclusive as regards the amount due and payable by the Bank  
under this guarantee.

However, the Bank"s liability under this guarantee shall be restricted to an amount not  
exceeding Rs\_\_\_\_\_(Rupees\_\_\_\_\_only).

We undertake to pay to the HSWC any money so demanded notwithstanding any dispute or  
disputes raised by the Bidder(s) in any suit or proceeding pending before any Court or  
Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be valid discharge of our liability for  
payment there under and the Bidder shall have no claim against us for making such  
payment.

We, **(NAME OF THE BANK)** further agree that the guarantee herein contained shall remain  
in full force and effect during the period that would be taken for the performance of the said  
contract and for a period of 42 months from the date of issue of this Guarantee and that it  
shall continue to be enforceable till all the dues of the HSWC under or by virtue of the said  
contract have been fully paid & its claims satisfied or discharged or till the HSWC certifies  
that the terms and conditions of the said contract have been fully and properly carried out by  
said Bidder(s) and accordingly, discharges this guarantee. Unless, a demand or claim under  
this guarantee is made on us in writing on or before **(date)** (42 months to be indicated) we

shall be discharged from all liability under this guarantee thereafter.

We, **(NAME OF THE BANK)** further agree with the HSWC that the HSWC shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder, to vary any of the terms and conditions of the said contract or to extend time of performance by the said Bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by HSWC against the said consultants and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder(s)/ consultants or for any forbearance, act or commission on the part of the HSWC or any indulgence by the HSWC to the said Bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to the change in the Constitution of the Bank or the Bidder(s).

The performance guarantee which is in the shape of bank guarantee, shall be renewed one month before its expiry from the same bank otherwise the Corporation will invoke the bank guarantee.

The guarantor hereby declare that it has power to execute this guarantee and the executant has full power to do so on its behalf under the proper authority granted to him/them by the guarantor.

We, **(NAME OF THE BANK)** lastly undertake not to revoke this guarantee during its currency except with the previous consent of the HSWC in writing.

**Dated the day of for (NAME OF THE BANK)**

For.....

Name of Bank:

Seal of the Bank:

Dated, the .....day of ....., 20.....

(Signature, name and designation of the authorized signatory)

NOTES:

- a. The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- b. The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

**Annexure- VII****List of Documents to be uploaded in Technical bid folder/cover:**

<b>Sl. No.</b>	<b>List of documents</b>	<b>(Page No.)</b>
1	Name , date of birth and address of the tenderer, email id and contact No.	
2	Composition of tenderer :- (state whether the tenderer is a proprietorship concern, or registered partnership firm, or a company). The name of the proprietor, or all Partners, or, the Directors of the company, as applicable, should be given.	
3	Scanned copy of the prescribed Bid document comprising of Part- A complete in all respect along with all Attachments including Appendices, Annexures, and Supporting Documents etc. duly filled and signed on each page by the Bidder	
4	Self- attested scanned copy of documents in support of the Minimum eligibility criteria stipulated in the Bid Document (in PDF format)	
5	Scanned copy of RTGS / NEFT/ ELECTRONIC MODE acknowledgment of such deposit (in pdf format) of proof of payment of Tender fee	
6	Scanned copy of RTGS / NEFT/ ELECTRONIC MODE acknowledgment of such deposit (in PDF format) of proof of payment of EMD	
7	Scanned copy of "Particulars of Bidder" as prescribed in Annexure-VIII	
8	Scanned copy of Declaration as per Annexure-IV	
9	Self- attested Scanned copy (in PDF format) of Registered Deed of partnership of the firm, Registered Partnership Agreement of LLP along with Certificate of Incorporation, Memorandum& Articles of Association and certificate of incorporation of company etc. as applicable	
10	Self- attested scanned copy (in PDF format) of Power of Attorney in respect of Authorized signatory for signing the bids	
11	Self –attested scanned copy (in PDF Format) of the Resolution passed by the Company/ LLP authorizing the person signing the Bid to do so on behalf of the company/ LLP	
12	Self –attested scanned copy (in PDF format) of PAN card of the firm.	
13	Self –attested scanned copy (in PDF format) of TAN card of the firm.	



Sl. No.	List of documents	(Page No.)
14	Self –attested scanned copy (in PDF format) of Service Tax registration number of the firm.	
	Self –attested scanned copy (in PDF format) of GST registration number of the firm.	
15	Self –attested scanned copy (in PDF format) of VAT registration number of the firm.	
16	Self –attested scanned copy (in PDF format) of EPFO registration number of the firm.	
17	Self –attested scanned copy (in PDF format) of ESIC registration number of the firm.	
18	Self- attested Scanned copy (in PDF format) of duly audited P&L Account and Balance Sheet of last 3 financial years i.e. 2017-18, 2016-17 & 2015-16	
19	The tenderer should have annual turnover of Rs. Ten crores or above for each of last three years i.e. 2015-16,2016-17 & 2017-18 in the field of Storage & warehousing of Food grains, Rice mills , and other notified commodities. The tenderer is required to upload <b>Annexure-X</b> duly self attested scanned copy (in PDF Format) certified by a practising Chartered Accountant based on latest financial year for which accounts i.e profit and loss account and balance sheet is submitted in the tender.	
20	The tenderer must have a positive net worth of INR 50.00 crores excluding residential house/ residential property based on the latest financial year for which accounts i.e profit and loss account and balance sheet is submitted in the tender. The tenderer is required to upload self attested scanned <b>Annexure-X</b> duly certified by a practising chartered Accountant based on latest financial year for which accounts i.e profit and loss account and balance sheet is submitted in the tender.	
21	Any other document prescribed by Managing Director,HSWC	

**Procedure For Online E-Tender:**

i) The offer should be submitted under two Bid System

(I) A-Technical Bid (II) B-Price Bid

ii) HSWC is using services of Central Public Procurement Portal for e-Procurement at <https://haryanaeprocurement.gov.in>, for appointment of Service Provider for **PRESERVATION, MAINTENANCE & SECURITY (PMS) SERVICES AT HSWC WAREHOUSES/GODOWNS**

iii) The detailed Tender document along with Instructions to the Bidders for the e-submission of the bids can be viewed and downloaded from e-Procurement website <https://eprocure.gov.in/eprocure/app> or HSWC website: <http://hwc.webappline.com/site/tender>

iv) Tender must be electronically submitted (on-line at <https://haryanaeprocurement.gov.in>) within the prescribed date and time as mentioned in the e-Procurement portal/ as mentioned in the Critical date Sheet. Hard copy of the Tender documents will not be accepted at this stage.

v) Possession of valid Digital Signature Certificate (DSC) and registration of the consultants/Bidders on the e-procurement/e-tender portal is a prerequisite for e-tendering.

vi) Bidder should do the registration in the e-Procurement site using the "Click here to Enroll" option available on the home page. Portal enrolment is generally free of charge. During enrolment/registration, the Bidders should provide the correct/true information including valid email-id. All the correspondence shall be made directly with the Bidders through email-id provided.

vii) Bidder need to login to the site through their user ID/ password chosen during registration.

viii) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on e-Token/Smart Card, should be registered.

ix) The DSC that is registered only should be used by the Bidder and should ensure safety of the same.

x) Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.

xi) After downloading / getting the tender document/schedules, the Bidder should go

through it carefully and then submit the documents as stipulated, otherwise bid will be rejected.

xii) If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.

xiii) Bidder then logs in to the site through the secured login by giving the user id/ password chosen during registration and then by giving the password of the e-Token/Smart Card to access DSC.

xiv) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the „my tenders“ folder.

xv) From my tender folder, he selects the tender to view all the details indicated.

xvi) It is construed that the Bidder has read, understood and accepted all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.

xvii) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/xls/rar/jpg/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidders Bid documents may be scanned with minimum 100 dpi with black and white option. However if the file size is less than 1 MB the transaction uploading time will be very fast.

xviii) If there are any clarifications, this may be obtained through the site or during the pre-bid meeting, if any up to four days before the date of opening of the bid. Bidder should take into account any corrigendum/addendum published from time to time and such modifications will be binding on the bidder notwithstanding whether the Bidder has uploaded his bid document or not.

xix) The Bidders can upload well in advance, the documents such as certificates; experience certificate etc., under My Space/Other Important Documents option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.

xx) Bidder should submit the Tender Fee/ EMD as specified in the tender in the form of RTGS/NEFT/Fund Transfer in HSWC Account No.\_\_\_\_\_, IFSC Code:\_\_\_\_\_Bank Name & Branch. Scanned copy of the proof of payment i.e. UTR number/Fund transfer challan should be uploaded as part of the Proof of Payment along with the Technical Bid.

While submitting the bids online, the Bidder should read the terms & conditions and accepts the same to proceed further to submit the bid packets.

xxi) The Bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read and accepted all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements as specified in the tender document.

xxii) The Bidder has to upload the stipulated documents as indicated in the MTF, failing which the bid will be summarily rejected.

xxiii) The Price Bid template shall not be modified/ replaced by the Bidder; else the bid submitted is liable to be rejected for this tender.

xxiv) The Bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the Bidders at the eleventh hour.

xxv) After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the Bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.

xxvi) The time settings fixed in the server & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The Bidders should follow this time during bid submission.

xxvii) All the data being entered by the Bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.

xxviii) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

xxix) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.

xxx) The Bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.

xxxi) For any queries regarding e-tendering process, the Bidders are requested to communicate before opening of the Tender using the contact details as provided in the tender document. Simultaneously, for any further queries related to technical issues, the Bidders are asked to contact over phone: 1800-3070-2232 or send a mail over to – cppo-nic@nic.in. Non receipt of response/clarification shall not be a ground for extension of time of bid submission or cancelling the bid process.

xxxii) The TECHNICAL BIDS will be opened at prescribed time and date as mentioned in the critical date sheet.

xxxiii) HSWC may at any time prior to the opening of the Tender and for any reason, whether at its own initiative or in response to any on-line query sought by a Bidder modify the Tender document by way of an addendum/corrigendum to the original Tender and such modification will be binding on all Bidders.

xxxiv) The addendum/ corrigendum would be uploaded on <https://haryanaeprocurement.gov.in> and <http://hwc.webappline.com/site/tender> In order to afford the prospective Bidder to take into account the modification or for any other reasons, HSWC may, at its discretion extend the due date for submitting the Tender.

**LIST OF REGISTER/ DOCUMENTS MAINTAINED**

**THE FOLLOWING REGISTERS ARE TO BE MAINTAINED BY SERVICE PROVIDER IN THE PRESCRIBED REGISTER/ DOCUMENTS**

- 1. Main Gate register**
  - 2. Sub-operation register**
  - 3. Main operation register**
  - 4. Godown wise register**
  - 5. Depositor wise register**
  - 6. Commodity wise register**
  - 7. Made up bag register**
  - 8. Dead stock article register**
  - 9. Technical Inspection register**
  - 10. Insecticide Register**
  - 11. Staff attendance register**
  - 12. Storage loss/gain register**
  - 13. Storage charges/bill register**
  - 14. Watchman register**
  - 15. Monthly undertaking certifying the quality & quantity of stock stored**
- In addition to above any other register/document prescribed by HSWC**

**shall also be maintained.**

**(Signature of tenderer)**

**Format of Net Worth & Turnover**

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

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

**The Turnover of Mr./Ms./M/s \_\_\_\_\_ for  
last three financial years as per the turnover is from the relevant field as  
prescribed under clause no. 10.1 of tender document his/her/their books of  
Accounts was as under:**

S.No.	Financial Year	Turnover (Lakh Rs.)
AVERAGE of above three years		

Signature of Chartered Accountant

Name:

Membership No.:

Seal:

**Sub: Proforma for handing over the State Warehouse Campus:-**

<b>Sr. No.</b>	<b>Description of items</b>	<b>Size</b>	<b>Condition</b>
1.	Land area of campus		
2.	No. of compartments		
3.	Office block, i. No. of rooms ii. Type of Doors iii. Type of floor		
4.	Chowkidar quarter, i. No. of rooms ii. Type of Doors iii. Type of floor		
5.	Guest House i. No. of rooms ii. Type of Doors iii. Type of floor		
6.	Weighbridge pitless capacity i. Type of computer ii. Other accessories a. b. c.		
7.	Sanitary items i. Water Tank, ii. Taps etc. iii. Washbasin iv. Water closet suite v. Shower vi. Water lifting motor vii. Storage tank		
8.	Roads type and conditions		
9.	Boundary wall types & conditions		



10.	Godowns i. Type of sheeting ii. Type of floor iii. Type of gates iv. Type of ventilators		
11.	Conditions of Main Gates		
12.	Conditions of verandah platform		
13.	Conditions of ventilators		
14.	Tree etc, numbers & types		
15.	Sumps number & conditions		
16.	Labour hut & toilets		
17.	Any other item (not covered above)		

**Sub: Electric appliances**

<b>Sr. No.</b>	<b>Description of items</b>	<b>Quantity</b>	<b>Size</b>	<b>Condition</b>
1	Fans			
2	Air coolers			
3	Water coolers			
4	Tube lights			
5	Air conditions			
6	Inverter with battery			
7	Generator Set			
8	Electric Motor			
9	Computer accessories with			
10	LED TV			
11	Any other item (not covered above)			

**Sub: Detail of furniture**

<b>Sr. No.</b>	<b>Description of items</b>	<b>Quantity</b>	<b>Size</b>	<b>Condition</b>
1	Executive Table			
2	Executive Chair			
3	Staff Tables			
4	Staff Chairs			
5	Visitors Chairs			
6	Computer Table			
7	Computer Chairs			
8	Peg Tables			
9	Steel Almirah Big			
10	Steel Almirah Small			
11	Steel racks			
12	Double Bed in Guest Room			
13	Mattresses			
14	Centre Table			
11	Any other item (not covered above)			

**ANNEXURE-XII**

**STORAGE LOSS /GAIN & ACCOUNTING OF GUNNIES NORMS**

The storage loss/gain norms, as in vogue, and circulated by FCI vide circular No.STK/RL/Misc./NZ/11/Vol.III/581 dated 12.12.12 and as amended from time to time.

---

HARYANA WAREHOUSING CORPORATION  
BAY NO 15-18, SECTOR-2, PANCHKULA

OFFICE ORDER

The Board of Directors in its 152<sup>nd</sup> meeting held on 8.1.2003 has decided to revise the norms for replacement of gunnies as under:-

Sr. No.	Particulars	Revised Norms In case the stocks are stored upto	
		2 Years	3 Years
a.	Covered godowns with proper flooring, roofing and no leakage.	0.5%	1.5%
b.	If stocks stored on pucca plinth in open and on crates.	1.0%	3.0%

2. Each case for replacement above the norms and beyond the period of three years storage shall be reviewed on merits and circumstances leading to excess replacement. Such cases should be submitted to Head Office with full justification and specific comments/recommendations of District Manager.
3. For replacement of gunnies above the norms, the responsibility shall be fixed in equal proportion on entire Class-III officials keeping in view of their period of posting at the concerned Warehouse during the period of storage irrespective whether or not he is posted at the time of delivery.
4. Henceforth the statement of replacement for seeking write off sanction shall be submitted once as on 31<sup>st</sup> March every year in the format enclosed through District Manager.
5. The statement for the previous years for which write off sanction has not been received may be submitted right now.
6. The extent of responsibility of each employee for replacement beyond the norms shall be determined in the above said manner by the District Manager and amount debited to their respective account at the close of financial year while submitting the consolidated report to Head quarter for write off sanction.
7. On receipt of write off sanction from the competent authority, the account of respective employee shall be credited or amount recovered as the case may be.

Encl: As above.

DATED: PANCHKULA  
THE: 21.2.2003

JAIWANTI SHEOKAND  
MANAGING DIRECTOR

Endst.No.HWC/Tech/G.replacement/TA-3/10083-273 Dated: 25-2-03

- Copy to:
1. All the Officers at Head Office.
  1. The Sr.DM/All the District Manager, Haryana Warehousing Corporation.
  2. The Manager(Accounts),HWC, Head Office.
  3. All the Accountants, posted in the Head office/filed.
  4. All the Managers/Incharges, State Warehouses in Haryana.



01123070474

DU (S&R)

S.No. 4(I)

183

MOST IMMEDIATE

F.No. 6-1/2008-S&I  
Government of India  
Ministry of Consumer Affairs, Food & PD  
(Department of Food & Public Distribution)

Krishi Bhawan, New Delhi  
Dated: 20<sup>th</sup> November, 2012

2714,  
21-11-2012  
To

The Chairman and Managing Director,  
Food Corporation of India  
16-20, Barakhamba Lane, Connaught Place,  
New Delhi-110001.

Subject: Fixation of storage loss/gain norms in wheat and rice regarding.

Sir,

I am directed to refer to letter No.STKS/RL/Misc/NZ/11/Vol.-III dated 9<sup>th</sup> October, 2012 regarding fixation of norms for storage loss/gain in wheat and rice and to state that the recommendation of the sub-committee constituted by FCI for fixing the norms for storage loss/gain in wheat and rice accepted by the Board of Directors of FCI in its 350<sup>th</sup> meeting held on 27.9.2012 has been approved except to the extent that the cut of date for realisation of storage gain in wheat has been retained at 30<sup>th</sup> June in procuring regions instead of 31<sup>st</sup> July (as recommended by the sub-committee). As such, the recommendation of the sub-committee accepted by the Board of Directors of FCI, except the change of cut-off date and attendant changes has been approved by the Government. Gist of norms for storage gain/ loss in wheat and rice for central pool stocks as approved is enclosed.

2. The norms approved are purely ad hoc and interim and the scientific storage loss norms shall be fixed after receipt of the study report of ICAR to whom the work has been awarded by FCI.
3. The approved storage loss norms are only upper limits. All the cases of storage loss must be carefully and exhaustively examined by the concerned authority.
4. Normative practices for recording the correct moisture content of foodgrains at the time receipt, during storage and at the time of issue should be strictly followed by all the technical personnel engaged in storage and preservation of foodgrain. In order to minimize operational losses in godowns /warehouses, scientific code of storage practice of foodgrains should be followed by all the technical and quality control staff of the depots.
5. The approved norms shall be applicable to all agencies including the godowns managed under PEG scheme.

Enclosure: As above

Yours faithfully,

*Handwritten signature: PMS Stocks*  
24/22/11/12

*Handwritten signature: B.C. Joshi*

Dy. Commissioner (S&R)  
Tele:23070474

**ISSUED**

Copy to :

1. Managing Director, Central Warehousing Corporation, 4/1, Siri Institutional Area, Hauz Khas, New Delhi-16.
2. Director (Policy)/Director(FCI)/ Director(Finance), Department of Food & PD, Krishi Bhawan, New Delhi.
3. FC A/C Section in the Department of Food & PD, Krishi Bhawan, New Delhi.

Copy for information to:

PPS to AS&FA/ PS to JS(Storage)/ PS to JS(P& FCI)/ PS to JS(Impex & SRA)

6

Norms for storage gain/loss in wheat /rice for central pool stocks

Wheat

Procuring Region	Gain/loss norms	Consuming Region	Gain/loss norms
For stock of current procurement wheat issued upto 30 <sup>th</sup> June every year. For both State procuring agencies and FCI	Covered Storage-No loss CAP storage-No loss	Issued in the consuming region upto the month of June in case of stocks received upto May and in case of stocks received in June issued upto 15 <sup>th</sup> July.  For stock issued after 30 <sup>th</sup> June in case of receipt upto May and for stocks issued after 15 <sup>th</sup> July in case of stocks received in June.	Covered Storage-No loss CAP storage-No loss In case of any storage loss, it should be examined separately on merit of the case.
For stock of current procurement wheat issued after 30 <sup>th</sup> June or stock of wheat procured in earlier seasons issued in any month. a) In case of stocks with State procuring agencies b) In case of stocks with FCI and wheat stored in godowns of CWC, SWC and godowns hired by FCI including PEG godowns.	Covered-1% gain CAP-0.7% gain Covered Storage and CAP Storage-0.7% gain for every 1% increase in moisture content  In case of any storage loss, it should be examined separately on merit of the case.	For wheat procured in current season and dispatched by procuring States after 30 <sup>th</sup> June or stock of wheat procured in earlier seasons issued in any month by procuring State. a) Issued in the consuming region within one month of receipt b) Issued in the consuming region after one month of receipt of such stocks.	Covered Storage-No loss CAP storage-No loss  Covered Storage-0.2% loss for storage period upto one year and 0.40% loss for storage period above one year. CAP storage-0.25% loss for storage period upto one year and 0.45% loss for storage period above one year.

The above storage gain /loss will be applicable for wheat stored in jute bags as well as PP/HDPE bags

*Handwritten signature*  
M.P. Rao

18/2

RICE

Since rice is accepted in the godowns by technical personnels based on detailed laboratory Analysis including moisture content and at every stage of transactions, moisture content is invariably taken, as such storage loss can also be linked with decrease with moisture content. In almost all the studies conducted by IGMRI, storage loss has been observed in case of rice but no exact co-relation of weight loss with decrease in moisture content of rice during storage could be established. The moisture content of rice stocks are taken by drawing samples from rice bags of stacks generally from peripheral layers. But the moisture content may vary from peripheral layers of bags to inner core bags in the stack and it may also vary from stack to stack depending upon location of the stack etc. In case of drage of moisture, higher drage is expected from peripheral layers than core bags. Thus moisture content in peripheral layers of rice bags may be less as compare to moisture content in core bags of the stacks. As per uniform specifications rice is accepted upto 14% moisture content without any value cut and rice with moisture content above 14% upto 15% with full value cut from the rice millers.

Based on the above explanation following norms are proposed:

- Storage loss norms for all regions (procuring and non-procuring )
- (a) Full allowance for weight loss for drage of moisture between 15 % and 14 %
  - (b) 0.7% weight loss for drage of 1% moisture and in proportion thereof below 14%
  - (c) 0.2% for storage period of 365 days on proportionate basis
- Total storage loss = (a)+(b)+(c)

\*\*\*\*\*



**Annexure-XIII**

**NO DUES CERTIFICATE (NDC) FOR RELEASING OF SECURITY DESPOSIT AND PERORMANCE GUARANTEE**

**(A)**

This is to certify that I/We M/s \_\_\_\_\_ have successfully delivered the stocks from the godowns. No shortage has been observed and no recovery for storage loss/gain is pending against the Service provider as on date i.e. -----.  
Accordingly, no dues certificate is issued in favour of Service Provider M/s -----  
-----.

**Manager  
SWH-----**

**District Manager  
HSWC-----**

**(B)**

This is to certify that no recovery on accounts of storage loss/gain and any type of cut is pending against the stocks of central pool wiz rice/wheat etc. from State warehouse \_\_\_\_\_ as on date i.e. -----.  
Accordingly, no dues certificate is issued in favour of State Warehouse -----.

**Manager  
SWH-----**

**AM(Depot), FCI**

**District Manager  
HSWC-----**

**Area Manager, FCI  
-----**

**AGREEMENT**

The MD, HSWC having agreed to award the contract for providing services for preservation of food grains and security cover at warehouse(s) of HSWC at various places in Haryana and various allied operations, I/we----- to be referred as----- or Company) am/are executing this agreement on ----- 2019 and hereby confirm that I/We have thoroughly examined and understood the terms & conditions Governing for providing services for preservation, maintenance and security of foodgrains at the warehouses of the HSWC and other incidental services etc., and agree to abide by them.

As per allotment letter No. \_\_\_\_\_ Dated----- issued HSWC, we are executing this agreement on -----2019.I/We am/ are willfully undertaking the said work for a capacity of----- Lac MT @ Rs.----- per Quintal/month as service charges including all Taxes and Levies as applicable including Service Tax, which forms part of this agreement and as per terms and conditions of the said documents.

That the above rate of Rs.----- per Quintal/Month will be payable by HSWC calculated on the total tendered storage capacity of the godowns being handled by M/S-----.

That for capacity under the scope of PMS, I/ We will be paid the PMS charges for the total monthly average capacity/stocks stored/ preserved and not the total tendered capacity. Beyond tendered capacity, the storage shall be paid on actual deposit basis. **Stocks received over and above the tendered capacity of the warehouses shall be charged on actual basis as per the agreed rate till the total quantity stored is reduced to the level of the tendered capacity of the warehouse.** Rates will be calculated on daily basis on the stocks stored under the tendered capacity (unit in such case will be one day). For calculation purpose, daily rate will be decided by monthly rent divided by 30.

That during the contract period of 5 years extendable at the discretion of HSWC, there will be enhancement in the above rate of Rs. \_\_\_\_\_ Per Qtl/month and the same will remain operative till the expiry of the contract period including extended period, if awarded any time.

I/We assure the said Corporation that I/We will undertake the said work to the best of my/our ability at all stages, during the tenure of the contract. The agreement will remain in force for a period of Five year with effect from ----- 2019 extendable further for one year at the discretion of HSWC on the approved terms and conditions for the services to **RENDERED BY M/S -----**

1. M/S -----, shall be responsible for the preservation of stocks in the godowns in accordance with the technical manual/instructions/guidelines of FCI/HSWC as is in force and as may be amended from time to time.
2. M/S----- shall be responsible for Quality Cuts on account of weevilling and living infestation in the stocks, if levied by FCI at the time of taking over the stocks from HSWC. In case M/S -----fails to make the payment on this account, it will

be recovered from the rentals/or security amount and or by invoking the Bank Guarantee/Performance Guarantee.

3. The fool-proof security arrangements shall be made by the company in respect of the stocks entrusted to it and in case of any defalcation/shortage of stocks, the company shall be liable to compensate HSWC to the extent of 1.5 time of latest available economic cost / Provisional cost of the stocks.
4. 100% weighment will be done at the weigh bridge which is a part of the godown complex. The Company shall deploy its representative at the weigh bridge to verify the correctness of the receipt / dispatch at the weigh bridge. The authorized representative of the HSWC will verify the entries of the receipt and dispatch and correctness of the weight of the stocks at the weigh bridge and then counter sign along with the employee of the M/S-----, the weight check memo, the register/weighment sheets and daily transaction register.
5. The weight of the foodgrains, moisture contents as well as condition of the stock at the time of receipt and issue shall be jointly recorded by HSWC, FCI and the outsourced agency i.e. M/S----- and duly authenticated in records.
6. The company will deploy its employees who will carry out the preservation of the stocks inside the godowns. The company will be responsible for the timely fumigation of stocks and will be responsible for maintaining the health of the stocks.
7. M/s ----- will provide the required wooden crates, Polythene Covers, Nets, Tarpaulins, equipment, insecticides, fumigants, chemicals, spraying equipment, Locks, weighing scales and other equipments per Terms and Conditions laid down in the Tender Documents may be required for proper upkeep of health of the stocks.
8. The Warehouse Manager or officer In charge of HSWC may advise or issue instructions to company officials from time to time for the upkeep of the health of the stocks.
9. The company will purchase all insecticides required for maintenance of health of stocks during a particular calendar year well in advance. M/S -----will also have to deposit the purchase bill of insecticides so purchased with the HSWC.
10. The company will also have to maintain the record of the insecticides consumed from time to time and also the empty containers/tubes, which will be disposed of with the prior approval of the MD, HSWC or any person/officers authorized by him and also in the presence of the authorized representative of the Head Office, HSWC.
11. Apart from the man force required for preservation and maintenance of health of the stocks inside the godowns the company will provide the security personnel, the sweepers or the clerical staff or the computers as per the contract Agreement.
12. The gunny bags for replacement of scattered grains during receipt and issue operation as per norms of HSWC shall be provided by HSWC. However, if the replacement is more than HSWC's norms, M/S -----shall provide the bags at their own cost or will bear the cost of such bags if provided by HSWC. However, it will be the responsibility of M/S -----to undertake minor repair/stitching of partial operational cuts/torn in filled bags to stop spillage during storage/ transit. Similarly one empty gunny bag per stack will also be issued to M/S -----by HSWC for use as Palla Bag to collect the sweeping on daily basis, which will be delivered back to HSWC

at the time of issue of these stocks and accounted for accordingly in Gunny Account both by HSWC and M/S -----.

13. M/s----- shall undertake to exercise reasonable care and diligence as is required as per terms and conditions of this contract for keeping the stocks of HSWC. M/s \_\_\_\_\_ will be the Service Provider to the stocks stored and will have no lien on the stocks. M/s \_\_\_\_\_ the Service Provider will have no right to pledge the Stocks or Properties of HSWC.
14. In the event of any loss, HSWC will cooperate with the M/S -----in furnishing necessary details for finalizing the claim for compensation by the Insurance Company.
15. The stocks stored on account of HSWC shall be subject to monthly / periodical joint inspection by M/s -----, HSWC and Food Corporation of India.
16. Storage Loss and gain Statement will be submitted in the prescribed format of FCI/HSWC to the In-charge HSWC after stocks in particular stack is completely liquidated during the month which should be jointly signed by the ----- authorized representative and HSWC representative. The statement will be commodity-wise, month wise, Stack-wise.
17. The Loss and Gain Statement dully signed by the service provider or his authorized representative will be submitted by 7<sup>th</sup> of succeeding month after liquidation of stocks to the Authorized representative of HSWC for further action of FCI.
18. Norms / prevalent procedure for storage loss/ gain in Rice, wheat and Paddy finalized by the FCI / Govt. of India from time to time will be binding on the M/S-----.
19. If the Storage losses are beyond permissible limit as per FCI/HSWC norms in vogue (Annexure - XIII), -----shall be responsible for the same and recoveries for such unjustified losses shall be affected from -----by HSWC. In case the Storage losses are beyond permissible limit as per FCI/HSWC norms in vogue, the value of unacceptable losses in storage will be recovered from M/S -----, In case M/S -----fails to make the payment on this account, it will be recovered from the rentals/or security amount and or by invoking the Bank Guarantee/Performance Guarantee.
20. M/S -----will have to give storage gain in wheat as per norms fixed by FCI/ HSWC / Govt. of India from time to time in case of Central Pool stocks (Annexure - XIII). In case of lesser gain than the norms, the cost of the same shall be recovered from M/S -----, In case M/S -----fails to make the payment on this account, it will be recovered from the rentals/or security amount and or by invoking the Bank Guarantee/Performance Guarantee.

## 21. ARBITRATION

In case of any dispute/differences arising out of any manner, the same shall be referred to the sole arbitration of M.D, HSWC or his authorized representative and there will be no objection that the person so authorized is/was the employee of HSWC. The decision of MD HSWC/ Authorized person shall be final and binding on both the parties.

## 22. NOTICE

Notice and all other communications under this Agreement shall be in writing and shall be either hand delivered / Couriered, E-mail to the concerned through Registered mail at the addresses mentioned above.

### 23. ENTIRE AGREEMENT

The Agreement, which may eventuate from this tender, shall be governed by the detailed terms and conditions, Scope of Work as contained in the invitation/instructions to the tenderers and as given in the Notes, Annexures, Schedule and Appendix forming part of the tenders submitted and accepted by HSWC. This Agreement sets forth all the covenants and understandings between the parties with respect to the matters herein contained.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day month and year first herein above appearing

M/S -----

The within named Second Party by the hand of:-

SIGNED AND DELIVERED BY

It's Authorized Signatory in the presence of:

- 1.
- 2

**MANAGER (BUSINESS)**  
**Haryana State Warehousing Corporation,**  
**Bays 15-18, Sector-2, Panchkula**

**SIGNED AND DELIVERED BY**  
**It's Authorized Signatory in the presence of:**